

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the Auction.
2. The Auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserved price.
4. As the auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

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

6. The rules permits vendor bids.
7. During the Auction, the Auctioneer will say, "VENDOR BID", when making bids on the vendor behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SALE OF LAND REGULATIONS 2005
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 he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- The auctioneer states when making the bid for the vendors. The usual way for an auctioneer to indicate that he or she 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 the 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 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.
- The auctioneer taking any bid that he or she 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 he or she made the bid.
- Any intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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 anything 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 Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

INFORMATION ONLY

Contract of Sale

Property:

5 Aura Place, Epping VIC 3076



JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: JL:15199

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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Contract of Sale

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/...../2025

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

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: SARAH MULTARI

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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Particulars of Sale

Special conditions (if any)

General conditions:

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Particulars of Sale

Vendor's estate agent

Name: Harcourt Rata & Co
Address: _____
Email: sold@rataandco.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: MICHAEL CANANZI

Vendor

Name: SARAH MULTARI
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020
Email: info@jleconveyancing.com.au
Tel: 03 9363 2075 Mob: _____ Fax: _____ Ref: 15199

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

| | | |
|--------------------------------------|-----------|-------------------|
| Certificate of Title reference | being lot | on plan |
| Volume <u>11825</u> Folio <u>677</u> | <u>5</u> | <u>PS 719596E</u> |

If no title or plan references are recorded 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.

Property address

The address of the land is: 5 Aura Place, Epping VIC 3076

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

Price \$ _____

Deposit \$ _____ by _____ (of which _____ has been paid)

Balance \$ _____ payable at settlement

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

subject to lease

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

- a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- a residential tenancy for a fixed term ending on / /20.....
- 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): NOT APPLICABLE AT AUCTION

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

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

Special condition 1 – Payment

General condition 14 is replaced with the following:

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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – Acceptance of title

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

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Electronic conveyancing

5.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 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*.

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

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

5.8 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.

5.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 5 – Condition of the Property

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

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

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of

those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 6 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

Special condition 7 – Loan

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

Special condition 8 - Plan of Subdivision

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

Special condition 9 - Nomination

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.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

Special condition 10 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

Special condition 11 - Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Special condition 12 - Re-sale Deed

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

Special condition 13 - Builder Warranty Insurance/ Domestic Building Insurance

1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.
2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance.

Special condition 14 - No Warranty , representation or guarantee

1. The Vendor does not guarantee or make any representations about whether the work performed requires permits. The Purchaser acknowledges that it is solely their responsibility to determine whether permits or approvals are necessary for the work completed, as outlined in the Owner Building Warranty Report. The Vendor further states their belief that the work carried out by their contractor does not require a building permit nor a builder warranty insurance.
2. The Purchaser also acknowledges that the Vendor makes no representations or warranties concerning the compliance of the work with any legal or regulatory requirements, including but not limited to building codes, zoning laws, or safety standards.

Special condition 15 - Indemnity by Purchaser

The Purchaser agrees to indemnify and hold the Vendor harmless from any claims, costs, liabilities, or damages that may arise after settlement regarding the necessity of permits or warranty insurance for the work performed. This includes any costs the Purchaser incurs in obtaining permits or addressing any issues of non-compliance with legal or regulatory requirements.

1) The Purchaser will not have the right to:

- a. Claim any compensation, damages, or costs related to the work performed on the Property;
- b. Pursue any legal remedy against the Vendor for the performance of the work, including claims of breach of contract, misrepresentation, or any other legal action related to non-compliance (if any) with permit or regulatory requirements;
- c. Cancel or rescind this contract, in whole or in part, based on the Vendor's disclosure about the uncertainty of permit requirements for the work;
- d. Delay settlement due to any condition of the fixtures or fitting as the property is bought as is.

2) The Vendor is under no obligation to assist the Purchaser in obtaining permits, regulatory approvals, or insurance for any work performed on the Property prior to settlement, nor in rectifying any issues related to such work. The Purchaser agrees to cover all associated costs (if any).

The indemnity provisions in this agreement shall remain in effect after settlement and continue indefinitely, even after the transfer of the Property title to the Purchaser.

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.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
.....

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

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 2025

SIGNED by the said)

Print Name:)

.....)
Director (Sign)

in the presence of:)

Witness:)

.....

VENDOR FACT CHECKLIST

The Vendor makes the following additional disclosure under the Contract of Sale.

| | Yes | No | Vendor does not have any knowledge |
|--|-------------------------------------|-------------------------------------|------------------------------------|
| Are you the owner of the structures on the property and the goods to be included in the intended sale? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Are there any unrectified defect(s) in the structure of any building on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are all the appliances, fixtures and fittings in the property in working order? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Are there any electrical, gas or plumbing systems on the property that remain unrectified after being assessed as unsafe by a qualified person? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Is there an active pest infestation affecting the structures on the property? The Purchaser should organise its own building and pest inspection report. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Is there unrectified damage from a pest infestation affecting structures on the property? The Purchaser should organise its own building and pest inspection report. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Is there any asbestos on the property, including in the structures on the property? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If yes, is any of the asbestos in friable form? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Do any of the cladding on structures on the property consist of expanded polystyrene or aluminium composite panels? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Is access to the property (including vehicle access) via an unregistered easement? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are there any restriction(s) on vehicle access to the property (such as a truck curfew or weight limits)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are there any on-street parking restrictions on streets adjacent to the property? The Purchaser should make its own queries. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Do any structures on the property have weight limits? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Is the property on a commercial flight path? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| | | |
|--|--|---|
| Is the property subject to loud intermittent noises such as defence force training, quarry explosions or car races? | | ✓ |
| Has the property been used for the manufacturing of substances (such as methylamphetamine)? | | ✓ |
| Has the property been used for the storage of toxic substances that exceed what might be required for domestic purposes? | | ✓ |
| Has the property been used for the sale of illegal substances? | | ✓ |
| Has the property been used as a brothel? | | ✓ |
| Has the property been occupied by person(s) who have been convicted of drug trafficking or violence offence(s)? | | ✓ |
| Do any registered sex offenders reside nearby? | | ✓ |
| Have police ever been called regarding the behaviour of the occupants of nearby properties? | | ✓ |
| Is any neighbouring property owned or leased by the state government? | | ✓ |
| Is any neighbouring property owned or leased by a community housing group? | | ✓ |
| Does any neighbouring property contain a registered rooming house? | | ✓ |
| Is any neighbouring property used for a noxious industry? | | ✓ |
| Is the property subject to offensive odours? | | ✓ |
| Is the property contaminated by toxic chemicals? | | ✓ |
| Does the property contain any lead-based paint? | | ✓ |
| Has the property or neighbouring properties been used for firefighter training using hazardous materials? | | ✓ |
| Is there any Owners Corporation upcoming levy but is not included in the Owners Corporation Certificate? | | ✓ |
| Has there been a significant event at the property, including a flood, or a bushfire? | | ✓ |
| Has there been history of pesticide use in the event the property had been used for horticulture or other agricultural purposes, | | ✓ |

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 | 5 AURA PLACE, EPPING VIC 3076 |
|-------------|-------------------------------|

| | | | |
|--------------------|---------------|------|-----|
| Vendor's name | SARAH MULTARI | Date | / / |
| Vendor's signature | _____ | | |

| | | | |
|-----------------------|-------|------|-----|
| Purchaser's name | | Date | / / |
| Purchaser's signature | _____ | | |
| Purchaser's name | | Date | / / |
| Purchaser's signature | _____ | | |

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,000.00

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

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar 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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(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.)

Is attached

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)

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11825 FOLIO 677

Security no : 124123846508J
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LAND DESCRIPTION

Lot 5 on Plan of Subdivision 719596E.
PARENT TITLE Volume 11651 Folio 821
Created by instrument PS719596E 11/10/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SARAH MULTARI of 5 AURA PLACE EPPING VIC 3076
AN660898B 20/03/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU173380X 25/03/2021
WESTPAC BANKING CORPORATION

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

AGREEMENT Section 173 Planning and Environment Act 1987
AK642788M 08/10/2013

AGREEMENT Section 173 Planning and Environment Act 1987
AN014250P 12/08/2016

DIAGRAM LOCATION

SEE PS719596E 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: 5 AURA PLACE EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 25/03/2021

OWNERS CORPORATIONS

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

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS719596E

DOCUMENT END

INFORMATION ONLY

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

Section 181 Planning and Environment Act 1987

| |
|---|
| Privacy Collection Statement |
| AK642788M |
| 08/10/2013 \$113 173 |
|  |

Form 18

Lodged by:

Name: MADDOCKS
 Phone: 9258 3503
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: TGM:KZK:6028596
 Customer Code: 1167E

The Responsible Authority having made an agreement referred to in section 181(1) of the *Planning and Environment Act 1987* requires a recording to be made in the Register.

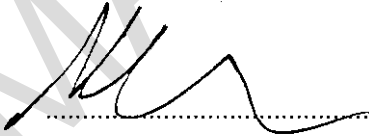
Land: Volume 9822 Folio 580

Responsible Authority: Whittlesea City Council of Civic Drive, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

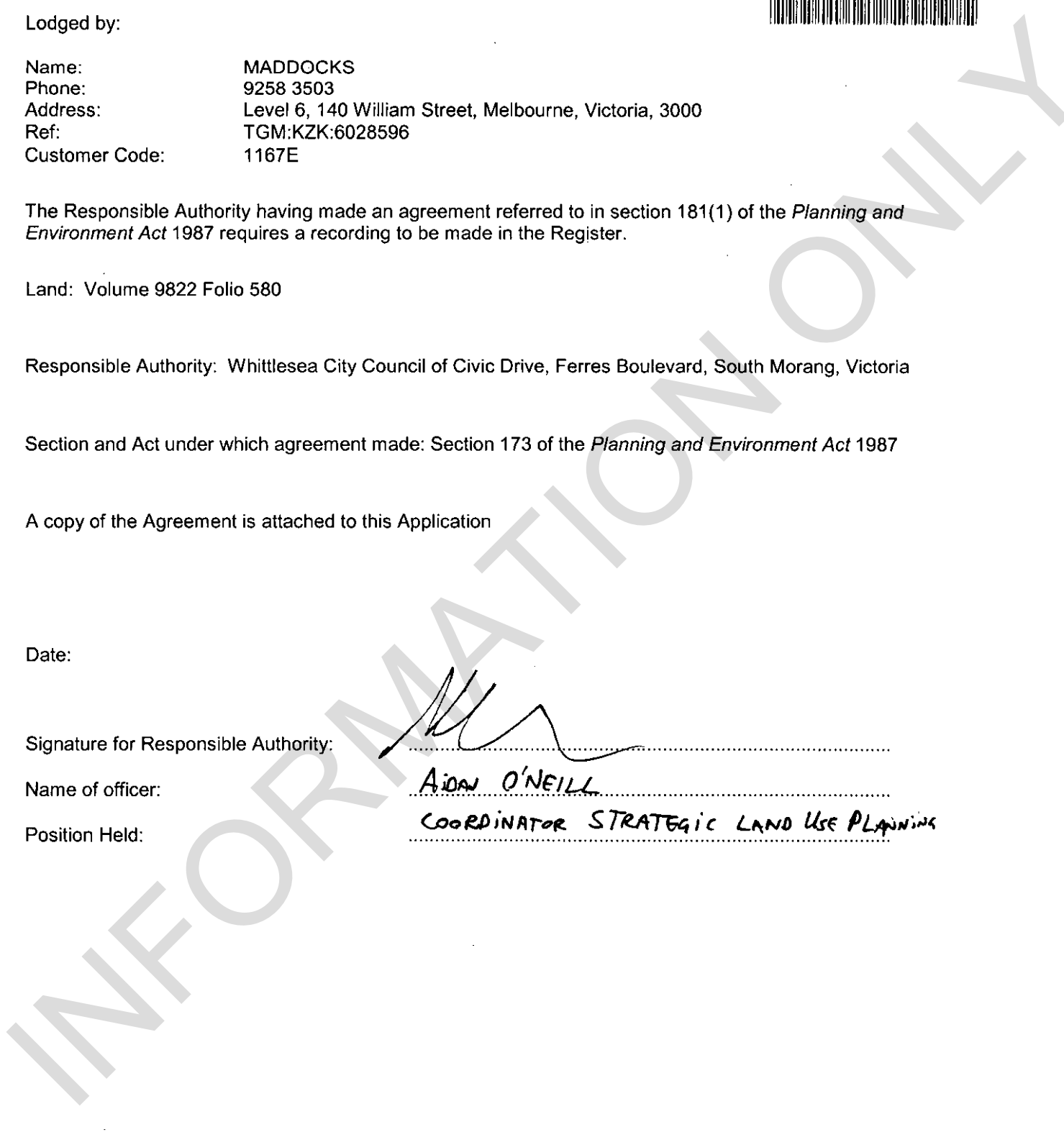
A copy of the Agreement is attached to this Application

Date:

Signature for Responsible Authority: 

Name of officer: AIDAN O'NEILL

Position Held: COORDINATOR STRATEGIC LAND USE PLANNING





Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date 16 / 8 / 2013

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 74 Epping Road, Epping

Purpose of Agreement: Development Contributions

Whittlesea City Council
and

Australian Private Networks Pty Ltd
ACN 103 009 552

AK642788M

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 10 / 08 / 2013

AK642788M



Parties

| | |
|------------|---|
| Name | Whittlesea City Council |
| Address | Municipal Offices, Ferres Boulevard, South Morang, Victoria |
| Short name | Council |
| | |
| Name | Australian Private Networks Pty Ltd ACN 103 009 552 |
| Address | 'Building 2' Level 2, 13A Albert Street, Preston, Victoria |
| Short name | Owner |

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Collecting Agency and the Development Agency for the purposes of the Development Contributions Plan.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is in the Residential 1 Zone under the Planning Scheme. It is also subject to Schedule 12 of the Development Plan Overlay, Schedule 2 of the Development Contributions Plan Overlay and Schedule 2 of the Vegetation Protection Overlay under the Planning Scheme.
- D. The Development Contributions Plan and the Approved Development Plan apply to the Subject Land and adjacent areas.
- E. Council has issued the Planning Permit, allowing development of the Subject Land. Condition 2 of the Planning Permit requires the Owner to pay to Council the Development Contributions Levy under the Development Contributions Plan and the Approved Development Plan. Condition 3 of the Planning Permit requires the Owner to carry out Infrastructure Projects in accordance with the Approved Development Plan.
- F. On the terms and conditions set out in this Agreement, the Parties have agreed that the Owner will carry out the Infrastructure Projects, transfer Project land and transfer Open Space Land instead of making a cash payment for the Development Contributions Levy.
- G. Once the Owner's Credit is exhausted, provided that the Owner's liability to pay the Development Contributions Levy has been met, the Owner will not be required to make a cash payment to meet its obligation to pay the Development Contributions Levy.

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Certificate of Practical Completion means a certificate in writing prepared by Council stating that:

- an Infrastructure Project has been completed to the satisfaction of Council; and/or
- Project Land has been vested in or transferred to Council.

Checking and Supervision Fee means the amount identified in Schedule 6A as the checking and supervision fee for an Infrastructure Project, which is part of the Agreed Project Value, indexed annually until it is paid to Council by reference to CPI or, if this index is no longer available, such other index as agreed to in writing between the parties.

Collecting Agency has the same meaning as in section 46H in the Act.

Construction Procedures means the procedures set out in Schedule 5.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Project Value for the relevant Infrastructure Project or the Agreed Land Value for the relevant Land Project against the amount of the Development Contribution Levy that the Owner is obliged to pay for the Subject Land under this Agreement, the Development Contributions Plan and the Approved Development Plan.

Defects Liability Period means the time specified in Schedule 4.

Development Contributions Levy means the development contributions payable under the Development Contributions Plan and the Approved Development Plan. It does not include the Community Infrastructure Levy that is also payable under the Development Contributions Plan.

Development Contributions Plan means section 11 of the Harvest Home Local Structure Plan, being an incorporated document in the Planning Scheme.

Endorsed Plans means the plans endorsed by Council under the Planning Permit.

Equalisation Payment means the amount set out in Schedule 6B as the equalisation payment.

Harvest Home Local Structure Plan means the plan approved by the Minister for Planning on 12 September 2002, as amended from time to time, which forms part of the Planning Scheme.

Infrastructure Project means an infrastructure project described in Schedule 6A.

Land Project means the land transactions described in Schedule 6B in respect of the Project Land.

Lot means a lot on the Endorsed Plan.

Maintenance Period means the time specified in Schedule 4.

Open Space Land means land for passive open space in respect of which equalisation is to apply under the Development Contributions Plan and the Approved Development Plan applying to the Subject Land. It does not include the Project Land.



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Over Provision means the amount as specified in Schedule 7 by which the Credit to which the Owner is entitled in accordance with this Agreement exceeds the Owner's liability to pay the Development Contributions Levy in respect of the Subject Land.

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

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

Planning Permit means the Planning Permit described in Schedule 2.

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

Project Land means any land referred to in Schedule 6B.

Registrar of Titles means the Victorian Registrar of Titles.

Residential Lot means a Lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a planning permit for the Subject Land.

Statement of Compliance means a statement of compliance issued by Council under the *Subdivision Act 1988*.

Subject Land means the land described in Schedule 3 and any reference to the Subject Land in this Agreement includes any Lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.

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2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.



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2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that owner's Lot.

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3. Owner's Specific Obligations

Subject to this Agreement, the Owner covenants and agrees that:

3.1 Development Contributions Levy

the Owner will pay the Development Contributions Levy in accordance with the Development Contributions Plan, the Approved Development Plan and the Planning Permit subject to the Owner's entitlement to a Credit under this Agreement;

3.2 Infrastructure Projects

3.2.1 the Owner will construct the Infrastructure Projects specified in Schedule 6A prior to the milestones identified in Schedule 6A for the Agreed Project Value; and

3.2.2 the Agreed Project Value will be paid as a Credit or reimbursement for Over Provision, as the case may be, against the Owner's liability to pay the Development Contributions Levy in the manner described in and payable at the time set out in the Schedule 6A of this Agreement;

3.3 Project Land

3.3.1 the Owner will transfer or vest the Project Land specified in Schedule 6B for the Agreed Land Value:

- (a) prior to the milestones identified in Schedule 6B; or
- (b) where the Agreed Land Value is payable as a Credit or reimbursement for Over Provision, as the case may be, as described in and payable at the time set out in Schedule 6B of this Agreement;

3.4 Design and Construction of Infrastructure Projects

3.4.1 the Owner will, at its initial cost, prepare detailed design and engineering plans and specifications of the Infrastructure Projects (**Designs**) and submit the Designs to Council;

3.4.2 the Designs must:

- (a) be to the satisfaction of Council;
- (b) comply with any relevant standard set out in the Development Contributions Plan or the Approved Development Plan; and
- (c) comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme –



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and the approval of the Designs by Council will be reflected by a set of plans and specifications which are endorsed by Council;

- 3.4.3 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects;
- 3.4.4 prior to any contract being awarded for the Infrastructure Projects, the Owner will:
- (a) submit to Council for its approval a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans; and
 - (b) submit the proposed construction program to Council for approval;
- 3.4.5 in carrying out the Works associated with an Infrastructure Project, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project are to be conducted;
- 3.4.6 the Owner will:
- (a) construct the Infrastructure Project in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;
 - (b) obtain any other approval required under any other applicable legislation or Regulation;
 - (c) take any mitigation measures required under any approved Conservation Management Plan or Construction Management Plan that applies to the Subject Land or any other land which contains an Infrastructure Project described in Schedule 6A; and
 - (d) comply with the Construction Procedures;
- 3.4.7 each Infrastructure Project will be completed before the milestone described in Schedule 6A and if an Infrastructure Project is not completed before that milestone, Council may withhold any Statement of Compliance relating to the Subject Land unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project;

3.5 Certificate of Practical Completion

- 3.5.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures; and
- 3.5.2 following the issue of the Certificate of Practical Completion for an Infrastructure Project, the Owner:
- (a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project as the case may be;
 - (b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project; and

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- (c) is responsible for the repair of any defects during the Defects Liability Period from the date of the issue of the Certificate of Practical Completion;

3.6 Public Open Space Equalisation

- 3.6.1 the Owner will, at the election of Council, either transfer to or vest in Council for municipal purposes the Open Space Land in Schedule 6B;
- 3.6.2 Council will pay to the Owner the Equalisation Payment specified for the Open Space Land in Schedule 6B; and
- 3.6.3 upon complying with this clause 3.6 the Owner has fulfilled its obligations in relation to the Subject Land under the Planning Scheme in relation to Open Space Land.

4. Obligations of the Parties

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4.1 Credit and other matters

The Parties agree that:

- 4.1.1 the Development Contributions Levy payable by the Owner is to be reduced by the amount of the Credit;
- 4.1.2 the Owner will be entitled to a Credit in relation to an Infrastructure Project following the issue of a Certificate of Practical Completion for the Infrastructure Project;
- 4.1.3 upon the provision of a Credit for an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for the repair of defects of the Infrastructure Project under this Agreement remain for the duration of the Defects Liability Period;
- 4.1.4 the Owner will be entitled to a Credit in relation to a Land Project following the issue of a Certificate of Practical Completion for the Land Project;
- 4.1.5 after the expiry of the Defects Liability Period and repair of any defects, an Infrastructure Project becomes the responsibility of Council; and
- 4.1.6 Council will reimburse the Owner for any Over Provision in accordance with this Agreement.

4.2 Reimbursement for Over Provision

Where the amount of the Owner's actual contribution exceeds the Owner's Development Contribution Levy, Council will reimburse the Over Provision to the Owner in two instalments as follows:

- 4.2.1 33% of the amount of the Over Provision will be reimbursed to the Owner at a time when:
 - (a) all Land Projects are completed; or
 - (b) upon commencement of Works associated with the Infrastructure Projects;
 whichever occurs first; and

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4.2.2 the remainder of the amount of the Over Provision will be reimbursed to the Owner upon the issue of a Statement of Compliance in relation to the Project Land.

5. Agreed Land Value

5.1 The Parties agree that:

5.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of Project Land; and

5.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Project Land.

6. Agreed Project Value

Council and the Owner agree that the Agreed Project Value is a fixed amount that is intended to replace the actual cost of construction of each Infrastructure Project or any other method of calculating compensation.

7. Further obligations of the parties

7.1 Transaction costs

Unless expressly provided to the contrary, where one party is required to transfer or vest land to or in the other party, the party transferring or vesting the land to or in the other party is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

7.2 Funding sources

The parties agree that the obligations and source of funds for performance of obligations as described in this Agreement is intended to be consistent with Schedules 4A and 4B.

7.3 Notice and Registration

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

7.4 Further actions

The Owner covenants and agrees that:

7.4.1 the Owner will do all things necessary to give effect to this Agreement;

7.4.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things

necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

7.5 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

7.6 Interest for overdue moneys

7.6.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act* 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing;

7.6.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

8. Agreement under section 173 of the Act

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

9. Owner's warranties

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

10. Successors in title

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

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

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

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11. General matters

11.1 Notices

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

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

11.2 Service of Notice

A notice or other communication is deemed served:

- 11.2.1 if delivered, on the next following business day;
- 11.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 11.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

11.3 No Waiver

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

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

11.5 No Fettering of Council's Powers

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

12. GST

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

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



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- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Dispute Resolution

- 13.1 Except as otherwise specified in this Agreement and subject to clause 12.6, if any dispute arises then, subject to clause 13.5 either party may at its election:
 - 13.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
 - 13.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee;
- 13.2 A party may not commence any of the processes referred to in clause 13.1 until it has complied with clauses 13.3 and 13.4
- 13.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.
- 13.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 13.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration pursuant to clause 12.1.2.
- 13.6 Notwithstanding anything contained in this clause 12, the parties agree that any decision of the Council in relation to the indexation or adjustment of the land value specified in the Development Contributions Plan for the purposes of determining the Agreed Land Value in accordance with Schedule 4B will be a matter capable of application to the Victorian Civil and Administrative Tribunal under section 149 of the Act.

14. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

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15. Ending of Agreement

- 15.1 This Agreement ends upon satisfaction of clause 4.2.2 of this Agreement.
- 15.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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INFORMATION ONLY

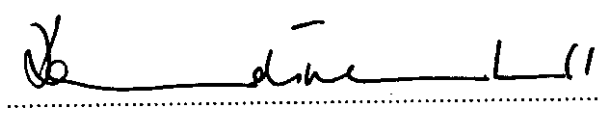


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Signing Page

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

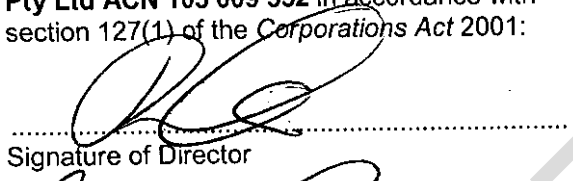
The Common Seal of Whittlesea City Council is affixed in the presence of:

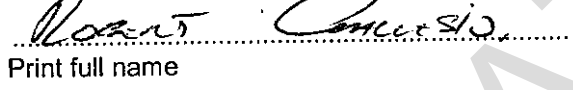


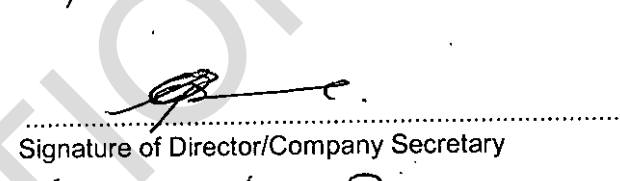
Delegate

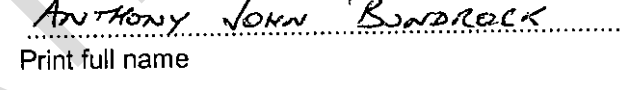


Executed by Australian Private Networks Pty Ltd ACN 103 009 552 in accordance with section 127(1) of the Corporations Act 2001:


Signature of Director


Print full name


Signature of Director/Company Secretary


Print full name

AK642788M

08/10/2013 \$113 173



INFORMATION



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SCHEDULE 1

Development Contributions Plan

The Development Contributions Plan is the **Harvest Home Local Structure Plan Development Contributions Plan** set out in the Harvest Home Local Structure Plan.

SCHEDULE 2

The Planning Permit

Planning Permit No. 712696 issued on 20 September 2011 and any subsequent amendment to that permit.

SCHEDULE 3

The Subject Land

The land situated at 74 Epping Road, Epping being the land more particularly described as Certificate of Title Volume 9822 Folio 580.

SCHEDULE 4A

The Maintenance Period

None

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SCHEDULE 4B

The Defects Liability Period

The Defects Liability Period for Infrastructure Projects is 3 months following receipt of a certificate of practical completion for all Infrastructure Projects.



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**SCHEDULE 6A
Infrastructure Projects**

| Infrastructure Project | Extent of Project | Agreed Project Value | Checking and Supervision Fee | Timing for Credit |
|--|---|--|--|--|
| Construction of East-West Road | The full construction of the extension of Fletcher Street from its current termination east of the Subject Land to Epping Road in accordance with the Planning Permit | \$322,061 (this amount will be adjusted annually on 1 July each year, by reference to CPI commencing on 1 July 2013 until the Payment/Credit Date) | 3.25% of the Agreed Project Value for the Infrastructure Project | A Credit will be provided following the completion of the Defects Liability Period in respect of the Infrastructure Project. |
| Construction of Epping Road Intersection | The full construction of the interim intersection of Epping Road and Fletcher Street to the satisfaction of VicRoads in accordance with the Planning Permit | \$421,369 (this amount will be adjusted annually on 1 July each year, by reference to CPI commencing on 1 July 2013 until the Payment/Credit Date) | 3.25% of the Agreed Project Value for the Infrastructure Project | A Credit will be provided following the Completion of the Defects Liability Period in respect of the Infrastructure Project. |

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AK642788M

08/10/2013 \$113 173



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**SCHEDULE 6B
Project Land and Open Space Land**

| Project Land Description | Agreed Land Value | Timing for Credit |
|---|---|---|
| Land for East-West Road | \$60,836 | A Credit will be provided following the certification of a Plan of Subdivision showing the land being vested in Council. |
| Land for Epping Road | \$44,106 | A Credit will be provided following the Certification of a Plan of Subdivision showing the land being vested to the City of Whittlesea. |
| Open Space Land Description | Equalisation Payment for Open Space Land | |
| Land provision for open space as specified in the Brush Road Development Plan | \$68,441 | |



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SCHEDULE 7
Amount of Over Provision

Table 3: Summary Table - Contributions for 74 Epping Road
Source: City of Whittlesea, 18 March 2011, updated 18 February 2012

| Relevant Contributions Scheme | Net Position |
|---|---------------------|
| Development Contribution Levy for 74 Epping Road as per Harvest Home LSP | -\$56,822 |
| Development Contribution Levy for 74 Epping Road as per Brush Road DP | -\$723,907 |
| TOTAL | -\$780,729 |

Date Printed: 12/03/2013 17:08

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

Section 181 Planning and Environment Act 1987

AN014250P

12/08/2016 \$92.70 173



Form 21

Lodged by:

Name: MADDOCKS
 Phone: 9258 3555
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
 Ref: MYM:LGC:6013600
 Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: volume 11651 folio 821

Responsible Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Darren Jackson

Position Held:

Manager Established Areas Planning

Date:

29/07/16

Date 21/7/16



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

AN014250P

12/08/2016 \$92.70 173



Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: part of 74 Epping Road, Epping

Whittlesea City Council
and

Australian Private Networks Pty Ltd
ACN 103 009 552

INFORMATION ONLY



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INFORMATION ONLY



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 21 / 7 / 16

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Parties

| | |
|------------|--|
| Name | Whittlesea City Council |
| Address | Civic Centre, Ferres Boulevard, South Morang, Victoria |
| Short name | Council |
| | |
| Name | Australian Private Networks Pty Ltd ACN 103 009 552 |
| Address | Building 2, Level 2, 13A Albert Street, Preston, Victoria |
| Short name | Owner |

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Development Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 11 of the Development Permit.
- D. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 1(ii)(a) and 19 of the Planning Permit. The Parties enter into this Agreement:
 - D.1 to give effect to the Planning Permit and Development Permit; and
 - D.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
- E. As at the date of this Agreement, the Subject Land is encumbered by a caveat in favour of the Caveator. The Caveator consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.



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Agreement means this Agreement.

Building has the same meaning as in the Act.

Caveator means the person registered as caveator of the Subject Land.

Development Permit means planning permit No. 712696, as amended from time to time, issued on 20 September 2011, authorising the construction of 15 double storey dwellings, a reduction in the required car parking rate, the creation of access onto a road in a Road Zone, Category 1, and the removal of native vegetation from the Subject Land in accordance with the Development Plan.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Development Permit.

Existing Vegetation to be Retained means all vegetation which is shown or identified on the Endorsed Plan, by any means, as vegetation which is to be retained.

Ground Level has the same meaning as in the Planning Scheme.

Lot means a lot created by the subdivision of the Subject Land, whether in accordance with the Planning Permit or otherwise.

Native Species Tree means a tree on the Subject Land, the species of which is native to Victoria.

Open Space means the area identified on the plan of subdivision as a 'Reserve 1' or the like.

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

Party or Parties means the Parties to this Agreement.

Plan of Subdivision means the plan showing the subdivision of the Subject Land as approved from time to time by Council under the Planning Permit.

Planning Permit means planning permit No. 608805, as amended from time to time, issued on 12 February 2015, authorising the subdivision of the Subject Land in accordance with the plans endorsed by Council.

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

Subject Land means part of the land situated at 74 Epping Road, Epping, more particularly being the land referred to in Certificate of Title Volume 11651 Folio 821 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Supplementary Water means watering of Native Tree Species at an amount and frequency to be determined by a consulting arborist having regard to the amount of disturbance the Native Species Tree has sustained and climatic conditions.

Tree Protection Zone means the area of land around each Native Species Tree defined by a circle with its centre in the centre of the tree at Ground Level and a radius equal to the sum of the greater of half the height or half the crown width of the tree, the width of the tree canopy and one metre.



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Tree Protection Zone Fencing means fencing to be constructed at the boundaries of each Tree Protection Zone in accordance with the Vegetation Protection Plan.

Vegetation Protection Plan means a Vegetation Protection Plan prepared to Council's satisfaction, by a suitably qualified and experienced arborist submitted to, and approved by, Council from time to time in accordance with clause 3.1 of this Agreement.

Works has the same meaning as in the Act.



2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Owner's specific obligations

The Owner covenants and agrees that:

3.1 Vegetation Protection Plan

prior to the commencement of the construction of any Buildings or the carrying out of any Works on the Subject Land, the Owner must provide a Vegetation Protection Plan to Council for approval. The Vegetation Protection Plan must be prepared to the satisfaction of Council and must include the following minimum requirements:

- 3.1.1 the means by which all Existing Vegetation to be Retained is to be:
 - (a) marked; and
 - (b) protected;



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- 3.1.2 Tree Protection Zones delineated and shown on a site plan attached to, and forming part of, the Vegetation Protection Plan;
- 3.1.3 Tree Protection Zone Fencing to be erected and maintained for the duration of the construction of all Buildings and the carrying out of all Works on the Subject Land (including the installation of boundary fences);
- 3.1.4 the area within each Tree Protection Zone to be modified to enhance growing conditions and to reduce stress or damage to the Native Species Tree by:
 - (a) the ground surface within the Tree Protection Zone being left intact;
 - (b) weeds being treated with a Glyphosate based herbicide, mixed in accordance with manufacturer's recommendations;
 - (c) the area within the Tree Protection Zone being mulched with wood chips to a depth of at least 150 mm; and
 - (d) the application of Supplementary Water;
- 3.1.5 hazard reduction pruning to be carried out to the satisfaction of Council:
 - (a) by a suitably qualified and experienced arborist;
 - (b) with due care; and
 - (c) without compromising the integrity of the tree being pruned as habitat for native fauna;

3.2 Severing of roots

- 3.2.1 if possible, roots greater than 50 mm diameter adjacent to any Tree Protection Zones which will be required to be severed, must be:
 - (a) identified; and
 - (b) cut,

prior to the commencement of the construction of any Buildings or the carrying out of any Works on the Subject Land.
- 3.2.2 in all cases, if any root greater than 50 mm diameter of any Native Species Tree is required to be severed it must be:
 - (a) cleanly cut; and
 - (b) backfilled or covered with damp hessian;

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 12/08/2016 \$92.70 173

3.3 Vegetation protection

- 3.3.1 the health of the Existing Vegetation to be Retained must be:
 - (a) assessed and recorded prior to the commencement of the construction of any Buildings or the carrying out of any Works on the Subject Land; and
 - (b) periodically monitored by a consulting arborist and Council, with such periodic monitoring to occur at least once every 6 months for the duration of the construction of the Buildings and the carrying out of Works;.



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- 3.3.2 the Owner must not construct any Buildings or carry out any Works, or allow any other person to construct any Building or carry out any Works, on the Subject Land until after the Vegetation Protection Plan has been approved by Council.
- 3.3.3 the Owner must at all times implement and comply with all provisions, requirements and recommendations contained in the Vegetation Protection Plan, including all works and maintenance required under the Vegetation Protection Plan:
 - (a) at the full cost of the Owner;
 - (b) within the timeframes set out in the Vegetation Protection Plan; and
 - (c) to the satisfaction of Council;
- 3.3.4 except with the written consent of Council, the Owner must not remove, destroy or lop any of the Existing Vegetation to be Retained or allow any person to remove, destroy or lop any of the Existing Vegetation to be Retained;
- 3.3.5 except for peripheral soft landscaping, the Owner must not carry out any Works within, or allow any encroachments into the Tree Protection Zones or allow any person to carry out any Works within, or allow any encroachments into the Tree Protection Zones.

3.4 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 3.4.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 3.4.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

3.5 Expiry of the Development Permit

The Owner's obligations under clause 3.4 continue to apply:

- 3.5.1 regardless of any right conferred by the Planning Scheme;
- 3.5.2 regardless of any subdivision of the Subject Land; and
- 3.5.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

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3.6 Fencing abutting Open Space

The Owner of any Lot abutting any area of Open Space must maintain, repair and replace to Council's satisfaction any fence on or generally following the course of any common boundary between the Lot and the Open Space (except to repair any damage caused by Council, its contractors, agents or servants whilst undertaking maintenance works to the Open Space), all at the full cost of the Owner of the relevant Lot.



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4. Owner's further obligations

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner:

4.2.1 must do all things necessary to give effect to this Agreement;

4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.



5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

7.1 give effect to this Agreement; and

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



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8. General matters

8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.



8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.



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Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Whittlesea City Council is affixed in the presence of:

[Handwritten signature]

Delegate



Executed by Australian Private Networks Pty Ltd ACN 103 009 552 in accordance with section 127(1) of the Corporations Act 2001:

[Handwritten signature: SANDRO DIDONATO]

Signature of Director

SANDRO DIDONATO
Print full name

[Handwritten signature: ANTHONY JOHN BONDRECK]

Signature of Director (or Company Secretary)

ANTHONY JOHN BONDRECK
Print full name

Caveator's Consent

Andrea Louise Didonato as Caveator of registered caveat no. AM061974L consents to the Owner entering into this Agreement.

Signed sealed and delivered by Andrea Louise Didonato in the presence of:

[Handwritten signature: Andrea Louise Didonato]

Witness

[Handwritten signature]

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS719596E

The land in PS719596E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 15.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 1 124 EXHIBITION STREET MELBOURNE VIC 3000

OC032259B 11/10/2016

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:

OC032259B 11/10/2016

Notations:

NIL

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0 | 0 |
| Lot 1 | 10 | 10 |
| Lot 2 | 10 | 10 |
| Lot 3 | 10 | 10 |
| Lot 4 | 10 | 10 |
| Lot 5 | 10 | 10 |
| Lot 6 | 10 | 10 |



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 22/04/2025 04:10:42 PM

**OWNERS CORPORATION 1
PLAN NO. PS719596E**

Entitlement and Liability:

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

| Land Parcel | Entitlement | Liability |
|--------------|---------------|---------------|
| Lot 7 | 10 | 10 |
| Lot 8 | 10 | 10 |
| Lot 9 | 10 | 10 |
| Lot 10 | 10 | 10 |
| Lot 11 | 10 | 10 |
| Lot 12 | 10 | 10 |
| Lot 13 | 10 | 10 |
| Lot 14 | 10 | 10 |
| Lot 15 | 10 | 10 |
| Total | 150.00 | 150.00 |

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

Statement End.

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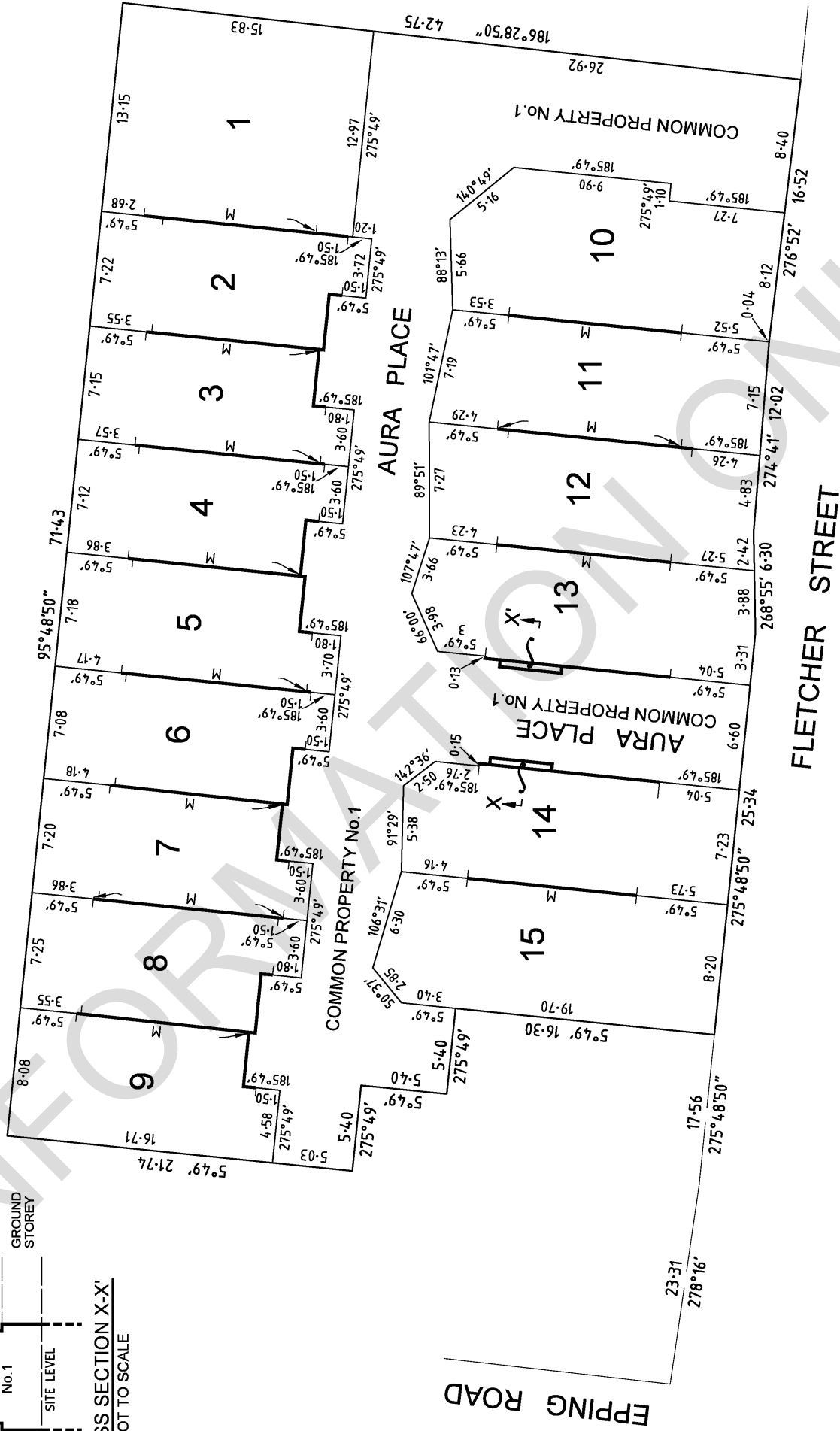
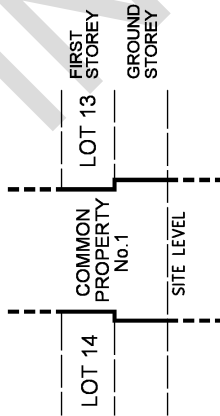
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|--|---------------------|---|---|-----------------------------|
| PLAN OF SUBDIVISION | | EDITION 1 | PS 719596E | |
| LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 2 (PART) TITLE REFERENCE: Vol. 11651 Fol. 821 LAST PLAN REFERENCE: LOT A ON PS710556R POSTAL ADDRESS: 20 FLETCHER STREET (at time of subdivision) EPPING 3076 MGA CO-ORDINATES: E: 326 045 ZONE: 55 (of approx centre of land N: 5 833 270 GDA 94 in plan) | | COUNCIL NAME: WHITTLESEA CITY COUNCIL | | |
| VESTING OF ROADS AND/OR RESERVES | | NOTATIONS | | |
| IDENTIFIER | COUNCIL/BODY/PERSON | Total site area - 2860m ² Number of lots - 15 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 Common Property 1 is all the land in the plan except the lots. 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. | | |
| Nil | Nil | | | |
| NOTATIONS | | | | |
| DEPTH LIMITATION: Does not apply | | | | |
| SURVEY: This plan is is not based on survey. STAGING: This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. | | | | |
| EASEMENT INFORMATION | | | | |
| LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | |
| Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of |
| | | | | |
| GOODISON & ASSOCIATES LICENSED SURVEYORS LEVEL 1 424 BRIDGE ROAD RICHMOND 3121 TEL: 9428-1818 FAX: 9428-0015 E-mail: goodison@pacific.net.au | | SURVEYORS FILE REF: 13259-1 BERNARD GOODISON / VERSION 2 | ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 12:35pm DATE: 11/10/2016 R. Witney Assistant Registrar of Titles | SHEET 1 OF 2 |

PS 719596E



MGA94 Zone 55

GOODISON & ASSOCIATES
 LICENSED SURVEYORS
 LEVEL 1, 424 BRIDGE ROAD RICHMOND 3121
 TEL: 9428-1818 FAX: 9428-0015
 E-mail: goodison@pacific.net.au

FILE REF:
13259-1

SCALE
1:250

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2

BERNARD GOODISON / VERSION 2



**City of
Whittlesea**

**Plan of Subdivision PS719596E
Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S060003C
Plan Number: PS719596E
Responsible Authority Name: Whittlesea City Council
Responsible Authority Permit Ref. No.: 608805
Responsible Authority Certification Ref. No.: 608805
Surveyor's Plan Version: 2

Certification

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

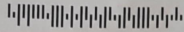
Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Courtney Turner
Organisation: Whittlesea City Council
Date: 01/06/2016

INFORMATION ONLY



S Multari
57 Holly Drive
WALLAN VIC 3756



025
1009413
R2_7

PAID 27.2.25

Assessment number: 0979401

Property details

5 Aura Place EPPING VIC 3076
LOT 5 PS 719596E
AVPCC 120.2 Single Strata Unit



To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: F4A98DD15D

Issue date: 20/01/2025

Valuation details

Site Value \$110,000
Capital Improved Value \$500,000
Net Annual Value \$25,000
Valuation operative date 01/07/2024
Level of value date 01/01/2024

Instalments

Amount payable by
28/02/2025

\$391.00

Instalment 3 \$391.00
Due By 28/02/2025

Instalment 4 \$391.00
Due By 31/05/2025

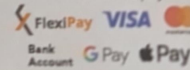
Rates and charges

| | |
|-----------------------------|----------|
| Overdue amount | \$0.00 |
| 3rd instalment | \$391.00 |
| Total Payable by 28/02/2025 | \$391.00 |

Payments received after 20 January 2025 may not be included on this notice.



Scan here to pay



How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

BPAY



Billier Code: 5157

Ref: 0979401

When this payment is received in person or through banking

FlexiPay



Set up your flexible payment options. Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350

Ref: 9794019

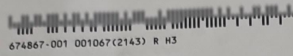
Pay in person at any post office: 131 828 or postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app



*350 9794019

Your quarterly bill



MISS S MULTARI
57 HOLLY DR
WALLAN VIC 3756

Enquiries 1300 304 688
Faults (24/7) 13 27 62
Account number 52 2609 9320
Invoice number 5225 0785 07847
Issue date 6 Feb 2025
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due **\$188.91** Due date **27 Feb 2025**

Summary

| | |
|--|-----------------|
| 5 AURA PL, EPPING | |
| Property Number 5067 781, PS 719596 | |
| Product/Service | Amount |
| Water Supply System Charge | \$20.41 |
| Sewerage System Charge | \$116.90 |
| Yarra Valley Water Total | \$137.31 |
| Other Authority Charges | |
| Waterways and Drainage Charge on behalf of Melbourne Water | \$30.10 |
| Parks Charge | \$21.50 |
| TOTAL (GST does not apply) | \$188.91 |

Payment summary

| | |
|----------------------|-----------------|
| Last Account | \$193.11 |
| Paid/Adjusted | -\$193.11 |
| Balance | \$0.00 |
| Total this Account | +\$188.91 |
| Total Balance | \$188.91 |

No water usage has been charged on this account.

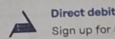
PAID
27.2.25



How to pay



*3042 522507850784 7



Direct debit
Sign up for Direct Debit at yvw.com.au/directdebit or call 1300 304 688.



EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: Yarra Valley Water
BSB: 033-885
Account number: 522612967



BPAY®
Billert code: 344366
Ref: 522 6099 3200



Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit yvw.com.au/paying
CRN reference: 555 054 1187



Post Billpay®
Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Billert code: 3042
Ref: 5225 0785 07847



Credit Card
Online: yvw.com.au/paying
Phone: 1300 362 332

MISS S MULTARI
Account number 52 2609 9320
Invoice number 5225 0785 07847
Total due **\$188.91**
Due date 27 Feb 2025
Amount paid \$

INFORMATION

ONLY

ROADS PROPERTY CERTIFICATE

The search results are as follows:

JOLIE LE
3/5 Devonshire rd
SUNSHINE 3020

Client Reference:

NO PROPOSALS. As at the 30th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

5 AURA PLACE, EPPING 3076
CITY OF WHITTLESEA

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

Date of issue: 30th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

OWNERS CORPORATION CERTIFICATE

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

As at 17th April 2025

1. OWNERS CORPORATION DETAILS

Plan Number: 719596E
Address of Plan: 20 Fletcher Street Epping 3076
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO Box 251 ESSENDON NORTH VIC 3041

2. CERTIFICATE DETAILS

Vendor: Ms Sera Multari
Postal Address for Lot 5: 5 Aura Place Epping Victoria 3076
Purchaser:
Person requesting Certificate: S Multari
Reference:
Address:
Fax:
E-mail:

3. CURRENT ANNUAL LEVY FEES FOR LOT 5

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5 are **2,383.16 per annum** commencing on 12 February 2025. Levies for this plan are raised over **4 periods**

| Period | Amount | Due Date | Status |
|----------------------|--------|----------|--------------|
| 12/02/25 to 11/05/25 | 595.79 | 04/04/25 | Issued |
| 12/05/25 to 11/08/25 | 595.79 | 12/05/25 | Issued |
| 12/08/25 to 11/11/25 | 595.79 | 12/08/25 | To be Issued |
| 12/11/25 to 11/02/26 | 595.79 | 12/11/25 | To be Issued |

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 5.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 17th April 2025

For Plan No. 719596E - Lot 5

4. CURRENT LEVY POSITION FOR LOT 5

| Fund | Balance | Paid To |
|------------------|----------------------|------------------|
| Administrative | \$1,191.58 DR | 11 February 2025 |
| Maintenance Fund | 0.00 | |
| BALANCE | \$1,191.58 DR | |

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 5 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 17 April 2025:

| Account / Fund | Amount |
|---|-------------------|
| Administrative Fund | 7,538.59 |
| Maintenance Fund | 0.00 |
| TOTAL FUNDS HELD AS AT 17 APRIL 2025 | \$7,538.59 |

8. INSURANCE

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

Policy

| | |
|-------------------|----------------|
| Policy No. | HU0025991 |
| Expiry Date | 24-August-2025 |
| Insurance Company | CHU |
| Broker | |
| Premium | 17057.72 |

Cover Type

| Cover Type | Amount of Cover |
|---|-----------------|
| Building/s | \$8,436,665 |
| Property, Death and Injury (Public Liability) | \$20,000,000 |

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 17th April 2025

For Plan No. 719596E - Lot 5

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

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

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Metro Owners Corp
ABN / ACN: .
Address of Manager: PO Box 251 ESSENDON NORTH VIC 3041
Telephone:
Facsimile:
E-mail Address: info@metrosm.com.au

17. ADDITIONAL INFORMATION

Nil.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 17th April 2025

For Plan No. 719596E - Lot 5

SIGNING

The common seal of Plan No. 719596E, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006



Registered Manager

Full name: Rosie Smarrelli

Company: Metro Owners Corp

Address of registered office: PO Box 251 ESSENDON NORTH
VIC 3041

17/04/2025

Date

Common Seal
of Owners Corporation

S Multari

17th April 2025

Dear S Multari

Re: OWNERS CORPORATION CERTIFICATE - LOT 5, PLAN NO. 719596E

In response to your request, we now attach an Owners Corporation Certificate for Lot 5 in Plan No. 719596E dated 17th April 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

Yours faithfully



Registered Manager

Full name: Rosie Smarrelli

Company: Metro Owners Corp

Address of registered office: PO Box 251 ESSENDON NORTH
VIC 3041

17/04/2025

Date

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION 1 PLAN PS 719596E

20 FLETCHER ST
EPPING

Held on Friday 7th March 2025



ABN 29 298 903 722
P O Box 251, North Essendon Vic 3041
Telephone: 0418 512 029
Email: info@metrosm.com.au
Web: www.metroownerscorp.com.au

**MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION 1 PS 719596E
20 Fletcher St Epping
Friday, 7th March 2025 at 4.00 pm
Held at: Remotely Via Zoom**

Dated: 18th March 2025

COMMENCED: 4:05 pm

- 1. PRESENT:** L Gasparotti - Lot 4
A Jooron – Lot 6
B Francis – Lot 14
R Smarrelli, Owners Corporation (OC) Manager, Representing Metro Owners Corp

PROXY VOTES/APOLOGIES: None

ELECTION OF CHAIRPERSON:

R Smarrelli elected Chairperson.

FOR: 3 AGAINST: 0 MOTION CARRIED.

2. QUORUM:

R Smarrelli, Manager confirmed that a quorum was *not* present and that all decisions made at this meeting are “interim decisions” and will become decisions of the Owners Corporation following 29 days from the date of this meeting. Please refer to following notice.

NOTICE OF INTERIM RESOLUTIONS

As a quorum (of at least 50% of total votes/lot entitlements) was not present at this Meeting, in accordance with sec. 78.4 of the Owners Corporation Act 2006, all resolutions are interim resolutions and become resolutions of the Owners Corporation –Subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or

- (a) If notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting, or
- (b) If notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.
- (c) **Note:** The effect of subsection (4) of the OC Act, is that interim resolutions cannot be acted on for 29 days after it is made but if notice of a special general meeting is petitioned by not less than 25% of lot owners or total lot entitlements, within that 29 day period, the interim resolutions cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given, or if the meeting is not held, the interim resolutions will become resolutions of the Owners Corporation at the end of 29 days from the date of this meeting.

3. Appointment of Chairperson for the Meeting

Resolution: *To appoint Rosie Smarrelli, Manager, as the Chairperson of the meeting.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

4. Minutes of the previous Annual General Meeting

Meeting Minutes of the previous Annual General Meeting was circulated following the conclusion of the Meeting to all lot owners.

Resolution; *To adopt the Minutes of the Annual General Meeting held on 8th March 2024 as a true and correct record of the resolutions passed at that meeting.*

5. Committee Election

Resolution; *To elect a new Committee at this meeting. Member elected shall remain on the board until otherwise resolved or if their position is revoked or suspended, without notice or warning, due to arrears or a breach of conduct by the member.*

Members elected on the Board of Committee are as follows:

L Gasparotti, A Jooron, & B Francis. In accordance with the Owners Corporation regulations, members on the board of committee MUST ensure ;

- *prompt payment of fees and levies*
- *act honestly and in good faith*
- *exercise due care and diligence*
- *to act in the interests of the Owners Corporation*
- *not to make improper use of his or her position as a member to gain an advantage (directly or indirectly) for themselves or for any other person.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

6. Appointment of the Owner Corporation Chairperson

The primary role of the Owners Corporation chairperson is to serve as the manager's first point of contact and assist the manager in making decisions between meetings, if and when necessary.

Resolution: *To appoint a member of the Owners Corporation as the chairperson.*

The member appointed as the Owners Corporation chairperson; Mr Ben Francis.

Mr Francis duly accepted his role and position as the Chairperson of Owners Corporation PS719596E.

FOR: 3 AGAINST: 0 MOTION CARRIED.

7. Owners Corporation Manager's Report

The Managers Report supplied to the Members, attached to the Notice of Meeting. The Report lists the primary functions and services administered by the Manager during the last financial period.

Resolution; *To adopt the Manager's Report as a true and correct record of the Managers' primary functions and services rendered to date.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

8. Annual Financial Statements

The Annual Financial Statement supplied to the member with the Notice of Meeting.

The manager reviewed the income and expenditure items and identified an item requiring the managers further assessment.

The item flagged was a Mutual Revenue – reimbursement of \$703.65. Upon further assessment, it was determined that this amount relates to partial refund of electricity usage charges owed to the OC by the renter in Lot 13.

Following additional investigations by the managers, the renter was contacted and has since responded to the manager, acknowledging the suspension of the auto monthly instalments and will resumed immediately until fully paid. The manager will monitor and communicate with the renter if necessary in order to conclude the refund. Total balance owing is at approx \$900.

All other queries regarding the financial items were addressed and satisfied.

Resolution; *To adopt the financial reports for period ending 11th February 2025 as a true and correct record of the Owners Corporation financial position.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

Managers Note: If members have any queries regarding items listed in the financial report, please submit your enquiry to the Manager at least 48 hours (or earlier) prior to the meeting date. This will allow the Manager to obtain any necessary information and/or materials to address your query in advance, helping to avoid unnecessary delays during the meeting.

9. Annual Budget- Annual Administration Fund Budget

The Manager prepared the new annual budget proposal for the period; 12.02.25 to 11.02.26, Totalling \$36,839.00, copy proposed Budget attached to the Notice of Meeting for members review.

Resolution #1; *To adopt the new annual budget for the new financial year, at a total of \$35,747.50 Pursuant to the Owners Corporation Act 2006, the contributions shall be calculated in accordance with the lot liabilities as set out in the plan of subdivision. The frequency of the payable levy shall remain quarterly in advance, until otherwise resolved.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

Resolution #2; *To maintain adequate cash flow, the Manager shall monitor the financial status and if necessary, the manager is authorized to issue the first quarterly levy notice to members, shortly after the commencement of the new financial year, in lieu of the typical formal adoption at the forthcoming AGM. The amount for the first quarterly levy will be equal to that of the previously adopted budget. Based on the adopted new annual budget, any necessary adjustments will be reflected in the remaining quarterly levies.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

10. Adoption of Special levy –

Resolution #1; Extra Ordinary and/or unforeseen expenses;

The Manager will continue to monitor the financial stability of the Owners Corporation. In the event that the budget exceeds, or is anticipated to exceed, the total adopted at this meeting for the period, the Manager shall consult with the OC Chairperson and seek instructions on behalf of the Owners Corporation regarding the adoption of a Special Levy to address the shortfall or any unbudgeted expenses, or part thereof, that may place or potentially place the OC in a deficit position.

FOR: 3 AGAINST: 0 MOTION CARRIED.

Resolution #2; Pressure wash external façade/walls individual lots;

Following the assessment of each individual lot for the pressure washing of the external façade/walls, it was resolved to adopt a special levy to align with the quoted amount against each individual lot, payable 28 days from the date of levy invoice.

FOR: 3 AGAINST: 0 MOTION CARRIED.

11. Penalty Interest

Pursuant to Section 29(1) of the Owners Corporation Act 2006:

Resolution; *To authorize the Manager to apply penalty interest immediately following the payment due date against the arrears. Interest calculated at 10% or at the prescribed rate at that time and shall continue to accrue until arrears and penalty interest is paid in full.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

12. Debt Recovery & Legal Proceedings

Resolution #1: *To authorize the Manager to engage the services of a legal practitioners on behalf of the Owners Corporation to initiate and prosecute legal proceedings against a lot owner to recover monies owed to the Owners Corporation, including any outstanding penalty interest. This action may be taken after 28 days from the date of the final notice issued, or at a later time at the discretion of the Manager or as instructed by the OC Chairperson.*

Members noted substantial debt due to ongoing arrears by lot 11. The manager is authorised to initiate the proceedings without further delay.

FOR: 3 AGAINST: 0 MOTION CARRIED.

Resolution #2; *For the Lot owner in default, owing monies to the Owners Corporation shall be liable for reimbursing the Owners Corporation for all legal and administrative fees and charges incurred during the debt recovery process. These charges shall be considered a debt against the respective lot in default until the outstanding amount, along with all associated fees and charges, are paid in full. Should it be required, the matter can be filed with a court of competent jurisdiction which may include but not be limited to the Victorian Civil and Administrative Tribunal (Vcat) or the Magistrates' Court of Victoria. To authorize the Manager to approve that the Owners Corporation can take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given, pursuant to s. 32(c) Owners Corporations Act 2006.*

FOR: 3 AGAINST: 0 MOTION CARRIED.

13. Insurance Valuation

Members noted that an Owners Corporation must obtain a valuation of all buildings that it is liable to insure and the valuation must be obtained every 5 years or earlier as determined by the Owners Corporation.

Resolution; *The Owners Corporation acknowledges that the last insurance valuation was conducted in 2024. It is therefore resolved that an Insurance Valuation is not required at this time.*

14. Current level of Insurance:

| | |
|--------------------------------------|--------------|
| Insurance Broker Name-if applicable | - |
| Insurer | CHU |
| Policy Number | HU0025991 |
| Building Sum Insured | \$8,436,665 |
| Public Liability – Common areas only | \$20,000,000 |
| Insurance Renewal | 24/08/2025 |

Resolution; *To adopt the current level of cover as adequate. Copy of the Product Disclosure Statement (PDS) and the Financial Services Guide (FSG) is available upon request.*

Managers Note: The Owners Corporation insurance building and public liability (common areas only) does not extend to items classified as contents nor does it include public liability coverage within private allotments. Members, occupants, and investors are strongly encouraged to seek professional advice on additional insurance policies that may be necessary or recommended to safeguard their interests in the event of liability, injury, or other incidents within their private allotments.

15. Repairs and Maintenance to the Common Property where deemed necessary

Resolutions;

Fencing;

It was resolved that additional fencing work is required between the front townhouses and OC common land. Quotes will be obtained and approval by the OC chairperson/committee. Once approved, the selected quotes to be provided to the manager to allocate levy shares accordingly—50% share against the affected Town house lot owner and 50% share against the OC. If the OC's portion of the costs is significant, a special fencing levy may be necessary. The manager shall consult with the OC chairperson for review and approval to apply Special levy to fund the OC share, applicable across all lots.

Fencing work that does not involve common property land, will remain the responsibility of the respective lot owner(s) and the neighbouring property owner(s) to coordinate and facilitate.

FOR: 3 AGAINST: 0 MOTION CARRIED.

External walls - surface cleaning;

Discussions took place among the members regarding the condition of the frontage walls each individual lots, some noted in worse state than others. It was resolved for the OC chairperson to arrange individual assessments and quotes for the cleaning/pressure wash of the external walls of the frontage of each building/lot. The individual quoted amount shall be based on the project works being undertaken across all lots in the one setting.

Upon receipt of the quotes, the manager shall apply the special levy and issue a levy notice to the individual lot owners for payment within 28 days from date of levy notice.

Once all levies received or majority thereof, the manager shall authorise the contractors to proceed.

Pressure wash common driveway surfaces;

It was resolved for the chairperson to arrange quote for the pressure wash of the common driveway. Quote to be provided to the manager to facilitate. Service shall be funded from current surplus funds.

FOR: 3 AGAINST: 0 MOTION CARRIED.

Cleaning of Spoutings, downpipes and common drain pits;

It was resolved to continue services annually, 2025 service now due. It was requested for the contractors namely Spout Suckers, to clarify if cleaning of the tops of each individual tank is included in the routine annual clean.

Manager to report back to the OC chair.

FOR: 3 AGAINST: 0 MOTION CARRIED.

General Repairs and Maintenance-common property;

It was resolved for the manager to continue to address and facilitate the necessary measures on all arising cause for repairs and/or maintenance to common property, common services including any additional maintenance, on an as required basis to ensure the common areas remain in good appearance and serviceable order. Importantly, residents are reminded to promptly report any evidence they may note of a potential maintenance or fault-related matters affecting the common and/or services, to the manager. This proactive approach is crucial in enabling the OC manager to facilitate the remedial measures in a timely and efficient manner with the appropriate specialized trade, preventing any further issues from arising.

The manager may seek assistance or guidance from the OC Chair.

FOR: 3 AGAINST: 0 MOTION CARRIED.

Emergency Assistance to the lot, lot Owner and/or occupant;

It was further resolved to authorize the OC manager to provide assistance with emergency situations, whether during business or after hours, including situations or incidences involving exclusive or private maintenance matters concerning one or more lots and/or the occupant/s and where possible and subject to availability. At the discretion of the manager, to avoid potential liabilities or damages, shall alert the lot owner of the matter at hand and where applicable, shall provide the contact details of the lot owner or managing agent of the neighboring lot affected, to ensure the appropriate communications and remedial measures can be actioned between the parties. The manager and/or managing agents, where possible, is further authorized to facilitate access between the parties and engage the services of a tradesman to carry out the essential investigations and where appropriate, the tradesmen may conduct the necessary repair measures. Where access is provided, the lot owner to the lot with the deficiency or fault, shall be liable to refund the Owners Corporation all costs related to the OC manager's charges for the dedicated time and assistance, and any other associated expenses such as tradesmen investigations and any repair measures carried out in relation to the matter or incident. These charges shall be applied against the respective lot through a special levy and shall be considered a debt payable to the Owners Corporation.

FOR: 3 AGAINST: 0 MOTION CARRIED.

Disposal of abandoned goods on Common Property:

Members are reminded that dumping and/or storing of items on common property is prohibited and removal and administrative charges and breach penalties will be applied against the lot owner of the lot reported or witnessed dumping the items. It was resolved to authorize the Manager on behalf of the Owners Corporation under sec. 54A of the Owners Corporation Act to remove and discard any items abandoned or stored on common property without prior notice or warning and that all charges and costs incurred, including tip fees will be passed on to the lot owner or offending party/ies

FOR: 3 AGAINST: 0 MOTION CARRIED.

Issuance of Breach Notices and Penalties:

It was resolved to authorize the manager to issue Breach Notice(s) in the name of the respective lot owner. The charges for issuing the Breach Notice shall be applied against the respective lot owner for any breach-related matters, including misconduct or damages to OC property whether caused directly by the lot owner or any other parties affiliated with the lot, such as renters, visitors, private contractors. The lot owner shall be held fully accountable for any resulting misconduct and financial losses imposed against the Owners Corporation.

The purpose of the Breach Notice is to formally notify the lot owner of the violation and provide a specified timeframe for rectification and/or compliance measures to be met. Failure to adhere to the requirements stated in the Breach Notice or satisfy the matter within the specified timeframe, will empower the OC manager to take further action as deemed necessary and at the discretion of the OC Manager.

This may involve initiating additional steps to address the breach, and if necessary, the manager, with the support and instructions of the OC Chairperson, is authorized to engage a legal Firm/lawyer to act in the matter on behalf of the Owners Corporation. All costs associated with the breach, legal representation, and all other related expenses, shall be imposed against the respective lot owner and applied through special levy.

The lot owner shall be responsible for ensuring that their renters are provided with a copy of the Owners Corporation Special Rules, which must be strictly adhered to at all times.

16. General Business

It was resolved for the Manager to facilitate the following;

1. Legal proceedings to recoup the arrears lot 11,
2. Instruct Lot 12 owner to maintain front gardens at all times. Penalties & Breach Notice to apply if necessary clean up overgrown gardens
3. Tree Lot 15 front garden deceased and requires removal, manager to alert/instruct lot owner & reminder to upkeep gardens to good clean condition
4. Diarise and conduct next AGM for Friday, 13th March 2026 at 4pm.

17. Closure of Meeting

There being no further business arising, The Manager expressed thanks to the members for their attendance and valuable contribution to the meeting, and declared the meeting closed at 5.45pm

INFORMATION ONLY

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.

SPECIAL RULES FOR OWNER'S CORPORATION – PS719596E

1 NEGATIVE COVENANTS APPLICABLE TO ALL LOTS

A member (being the proprietor of any of the lots) must not and must ensure that the occupier of the member's lot does not:

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle in the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area being part of a member's lot; or
- (c) use or permit any lot or the common property to be used for any purpose which may be illegal or injurious to the reputation of the development or which may cause a nuisance or hazard to any other member or occupier of any lot or their families or visitors; or
- (d) make or permit to be made any undue noise in or about the common property or any lot; or
make or permit to be made noise from music or machinery which may be heard outside a member's lot during hours as may be determined by the City of Whittlesea or section 173 agreements or estate/subdivision rules as may exist; or
- (e) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owner's Corporation; or
- (f) hang or permit to be hung any clothes or other articles on any part of the common property (except in places expressly provided for the purpose) or on or from any part of the exterior of the lot or so as to be visible from outside the lot; or

- (g) do or permit to be done on the lot any act or thing by reason of or in consequence of which any increased or extra premium may become payable for the insurance of the building or any part or parts thereof or any policy for such insurance may become void or voidable ; or
- (h) keep any animal on the common property; or
- (i) without the prior consent of S8 Owners Corporation Management Pty Ltd permit, authorise or allow, any signage or advertising of a Lot for sale or lease to be affixed to or to be displayed within the property so that is visible outside or be affixed to any part of the Development or building; or
- (j) erect or permit or allow any agent or person acting on the members behalf from erecting any signs, sandwich boards, displays or other such structures within the building, carpark or common areas or outside the building or on the footpath or roadside in the immediate vicinity of the building, or within 50 metres of the building without having obtained S8 Owners Corporation Management Pty Ltd prior written consent; or
- (k) distribute, or hand out or allow any agent or persons acting on the members behalf from handing out or distributing any leaflet, pamphlets, advertisements or other such material within the building or within 50 metres of the building, without first having obtained S8 Owners Corporation Management Pty Ltd.'s prior written consent; or
- (l) without the prior consent in writing of the Owner's Corporation and then only on the terms and subject to the conditions specified in that consent make or permit to be made any alterations or additions whether structural or otherwise to or paint or decorate the exterior of the lot or any part thereof; or
- (m) carry out or permit to be carried out in the lot any works permitted under Regulation 501 of the Subdivision (Owner's Corporation) Regulations 2001 other

than between the hours of 8.00am to 5.00pm Monday to Saturday or hours as may be specifically allowed by the City of Whittlesea shire council within residential areas; or

- (n) interfere with or inhibit from operating any channel, ventilation vent, duct or closure within a lot; or
- (o) adjust or cause adjustment to the water control, electricity or gas controls in the common property without the consent of the Owner's Corporation; or
- (p) use or allow the laneways/path leading to the driveways to be used for any purpose other than for which they are designed for; or
- (q) hold private parties on the common property unless the Owner's Corporation consents thereto in writing and then only on the terms and subject to the conditions as specified in that consent; or
- (r) affix or install or permit to affix or install any blinds, awnings, screens, or other external attachments to the exterior of their lot without the written consent of the Owner's Corporation.

2

POSITIVE COVENANTS APPLICABLE TO ALL LOTS

A member (being the proprietor of any of the lots) must or must ensure that the occupiers of that member's lot will:

- (a) place its garbage or refuse receptacle in the central waste area which is provided by the Owner's Corporation;
- (b) at the members cost replace any security key which is issued to the member by the Owner's Corporation;
- (c) be responsible for closing any gates or doors when entering and leaving the common property; and
- (d) keep their lot in good repair and properly maintained;

- (e) in addition to the insurance required to be taken out under Regulation 212,213 and 214 of the Subdivision (Body Corporate) Regulations 2001 the Owners Corporation must take out the following insurances annually: Office Bearers Liability for the protection of the Committee Members, Fidelity Guarantee for the protection of the Owners Corporation in respect of fraudulent misappropriation of its funds, which includes securities or tangible property, Voluntary Workers for the protection of persons injured while voluntarily working on behalf of the Owners Corporation;
- (f) pay interest to the Owners Corporation on monies owing for fees and charges set under Regulation 202 (1) (a) or (b) of the Subdivision (Body Corporate) Regulations 2001 on the amount from the due date at the rate determined in accordance with the Subdivision (Body Corporate) Regulation 205 (2) or any amendment to these Regulations. The Owners Corporation may take appropriate action under these regulations to collect all funds owing to the Owners Corporation for all contributions and levies and recover its costs from the members.

SALES & RENT PROFESSIONALS

797 Edgars Road,
Epping, VIC 3076

P: 0417 599 886
ABN: 19 602 453 556



Residential Rental Agreement

for

5 Aura Pl, Epping VIC 3076

This agreement is between **Sera Multari**
and **Rachel Lemalu**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Tue 20/08/2024

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

2. Premises let by the rental provider

Address of premises

5 Aura Pl, Epping VIC

Postcode 3076

3. Rental provider details

Full name or company name of rental provider

Sera Multari

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

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

SALES & RENT PROFESSIONALS

Address

797 Edgars Road, Epping, VIC

Postcode 3076

Phone number

0417 599 886

ACN (if applicable)

Email address

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

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

End date

Periodic agreement (monthly)

Start date

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

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. Bond

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

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

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

Rental bond amount(\$)

Date bond payment due

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

| | |
|-----------------|--------------------------|
| BSB: | 013347 |
| Account: | 228484857 |
| Account name: | Rent Professionals |
| Bank Reference: | Rachel Lemalu 5 Aura Plc |

9. Service of notices and other documents by electronic methods

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

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes No

Kathy Dangov: kathy@rentprofessionals.com.au

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

(Renter to tick as appropriate)

Renter 1 Yes No

Rachel Lemalu: rachel.lemalu@hotmail.com

Renter 2 Yes No

Renter 3 Yes No

Renter 4 Yes No

10. Urgent repairs

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

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

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

Emergency contact name

Kathy Dangov

Emergency phone number

0417599886

Emergency email address

kathy@rentprofessionals.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

INFORMATION ONLY

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

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

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or SALES & RENT PROFESSIONALS may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or SALES & RENT PROFESSIONALS may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

SALES & RENT PROFESSIONALS will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or SALES & RENT PROFESSIONALS should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to SALES & RENT PROFESSIONALS.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or SALES & RENT PROFESSIONALS in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to SALES & RENT PROFESSIONALS within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by SALES & RENT PROFESSIONALS will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or SALES & RENT PROFESSIONALS in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. SALES & RENT PROFESSIONALS does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to SALES & RENT PROFESSIONALS at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or SALES & RENT PROFESSIONALS a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or SALES & RENT PROFESSIONALS or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify SALES & RENT PROFESSIONALS immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or SALES & RENT PROFESSIONALS of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or SALES & RENT PROFESSIONALS or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by SALES & RENT PROFESSIONALS from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, SALES & RENT PROFESSIONALS or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify SALES & RENT PROFESSIONALS in writing.

64. Urgent Repairs

The Renter acknowledges that SALES & RENT PROFESSIONALS is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact SALES & RENT PROFESSIONALS during business hours or after hours information service on 0417599886 or SALES & RENT PROFESSIONALS approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or SALES & RENT PROFESSIONALS. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or SALES & RENT PROFESSIONALS may impose reasonable conditions. It is not unreasonable for the Rental Provider or SALES & RENT PROFESSIONALS to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or SALES & RENT PROFESSIONALS to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or SALES & RENT PROFESSIONALS has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or SALES & RENT PROFESSIONALS in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or SALES & RENT PROFESSIONALS for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of SALES & RENT PROFESSIONALS as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

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

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or SALES & RENT PROFESSIONALS the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by SALES & RENT PROFESSIONALS;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to SALES & RENT PROFESSIONALS during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide SALES & RENT PROFESSIONALS with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of SALES & RENT PROFESSIONALS. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and SALES & RENT PROFESSIONALS if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or SALES & RENT PROFESSIONALS but such notice shall only become effective on receipt by the Rental Provider or SALES & RENT PROFESSIONALS.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Privacy Collection Notice

As professional property managers **SALES & RENT PROFESSIONALS** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 0417 599 886

Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **SALES & RENT PROFESSIONALS** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

SALES & RENT PROFESSIONALS also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

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

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

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

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

Disclaimer

SALES & RENT PROFESSIONALS its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **SALES & RENT PROFESSIONALS** disclaims

all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

Utility Connections



Once your agreement is submitted, you will be contacted by one of Movinghub's consultants to organise the connection of your Water service.

We are required to set up your Water connection by law, but they can also help with the connection of a wide range of services such as electricity, gas and internet for your new home. Obligation free quotes for other helpful services such as removalists, storage, cleaning and much more can also be obtained.



- I am interested in the connection of utilities and services to help with my move.*
- Not interested, just connect the Water service.

* The Renter consents to their contact information being disclosed to third parties for the purposes of utility and service connections.


Signatures

This agreement is made under the Act.

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

Rental Provider's Agent

Rental Provider's Agent : **Kathy Dangov** on behalf of **Sera Multari** (Rental Provider)



Signed at Tue, 20/08/2024 13:23 , from device: Windows 10 Other Chrome 127.0.0

Renter(s)

Renter : **Rachel Lemalu**



Signed at Tue, 20/08/2024 15:36 , from device: iOS 17.5 iPhone Mobile Safari 17.5

AUDIT TRAIL

Kathy Dangov (Rental Provider's Agent)

Tue, 20/08/2024 13:23 - Kathy Dangov stamped saved signature the Residential Rental Agreement

Tue, 20/08/2024 13:23 - Kathy Dangov submitted the Residential Rental Agreement

Rachel Lemalu (Renter)

Tue, 20/08/2024 15:24 - Rachel Lemalu clicked 'start' button to view the Residential Rental Agreement (iOS 17.5 iPhone Mobile Safari 17.5, IP: 120.19.156.15)

Tue, 20/08/2024 15:36 - Rachel Lemalu stamped saved signature the Residential Rental Agreement (iOS 17.5 iPhone Mobile Safari 17.5, IP: 120.19.156.15)

Tue, 20/08/2024 15:36 - Rachel Lemalu submitted the Residential Rental Agreement (iOS 17.5 iPhone Mobile Safari 17.5, IP: 120.19.156.15)

AGREEMENT END

From www.land.vic.gov.au at 22 April 2025 04:08 PM

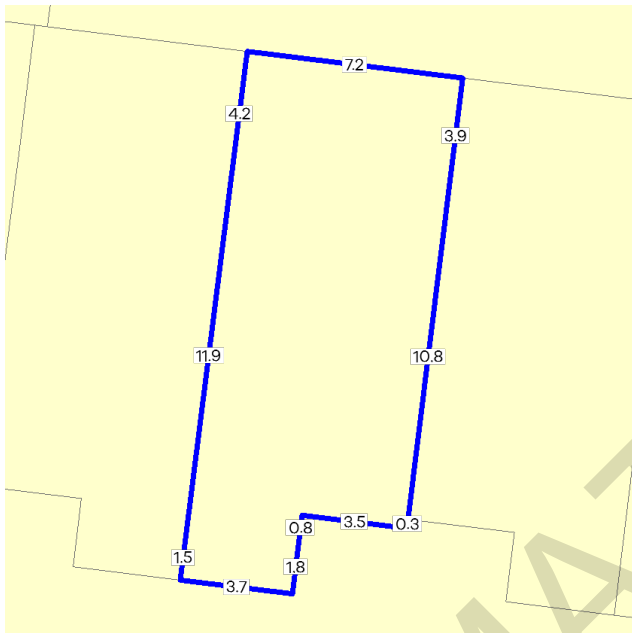
PROPERTY DETAILS

Address: **5 AURA PLACE EPPING 3076**
Lot and Plan Number: **Lot 5 PS719596**
Standard Parcel Identifier (SPI): **5\PS719596**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **979401**
Directory Reference: **Melway 182 B6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 118 sq. m

Perimeter: 50 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

PLANNING INFORMATION

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

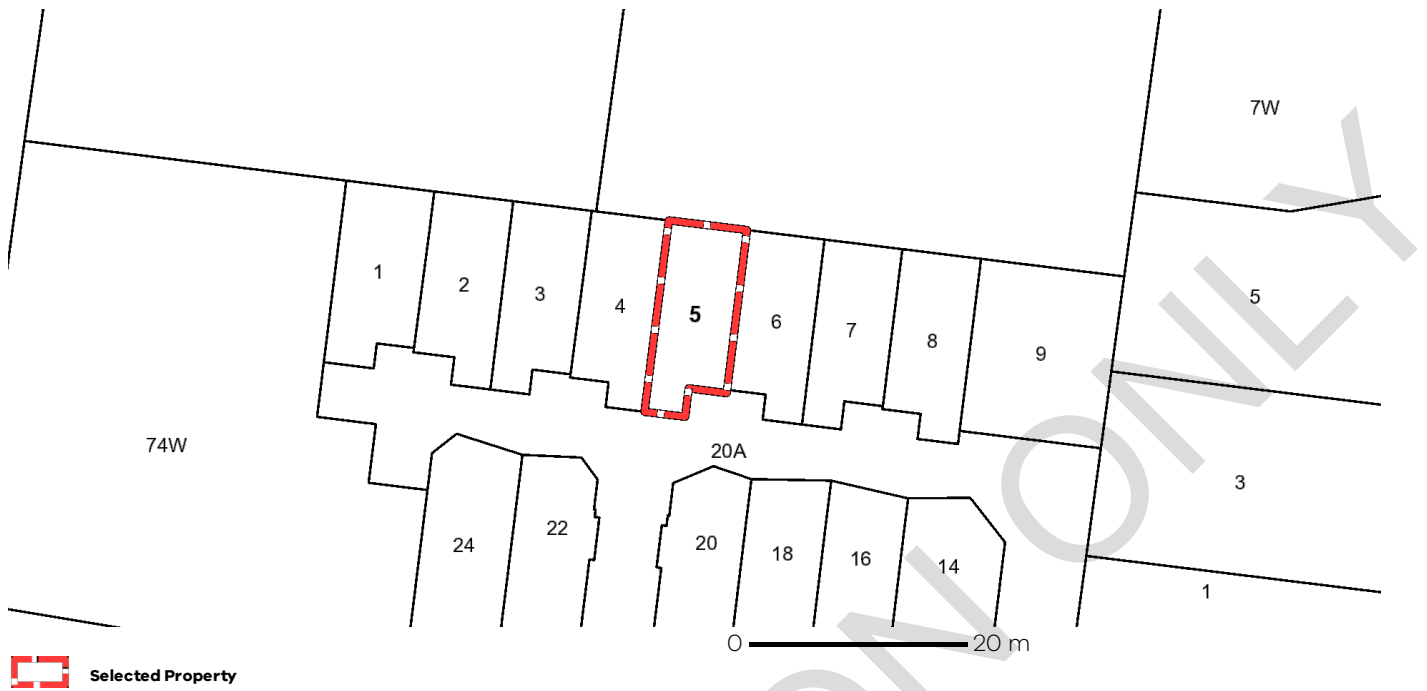
The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

INFORMATION

From www.planning.vic.gov.au at 22 April 2025 04:08 PM

PROPERTY DETAILS

Address: **5 AURA PLACE EPPING 3076**
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Council Property Number: **979401**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 182 B6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

OTHER

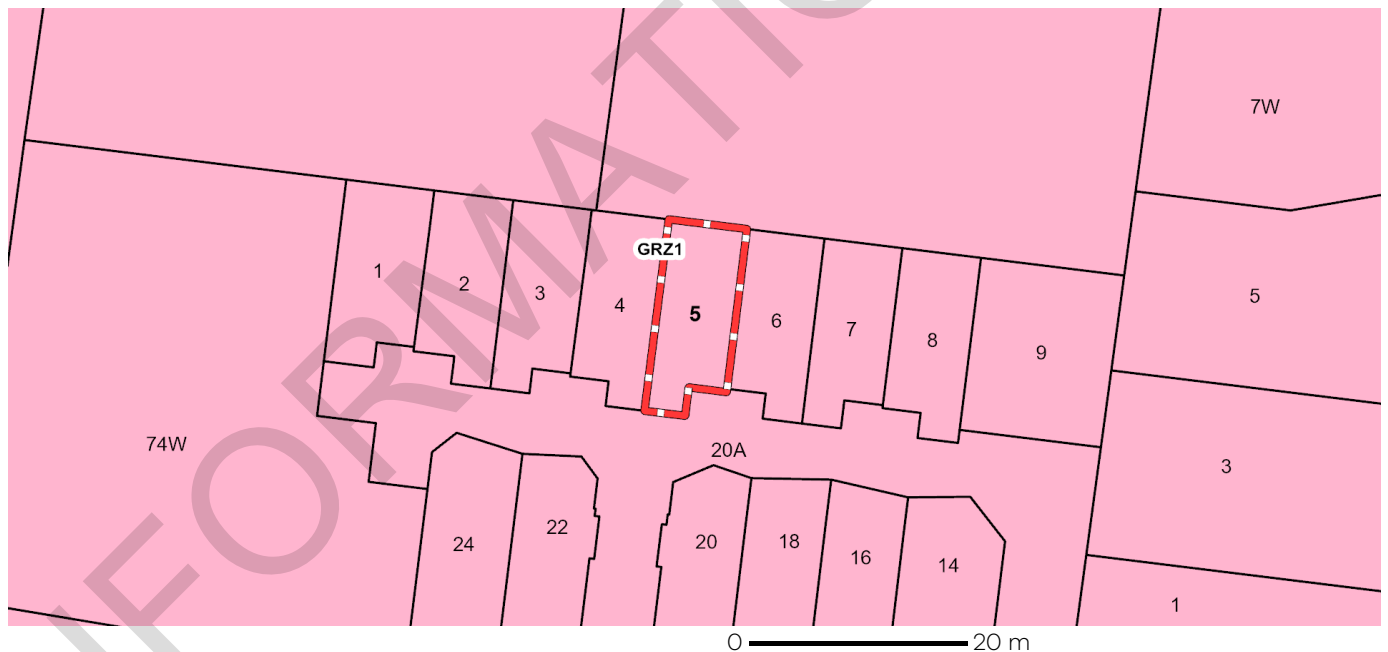
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2 (DCPO2)

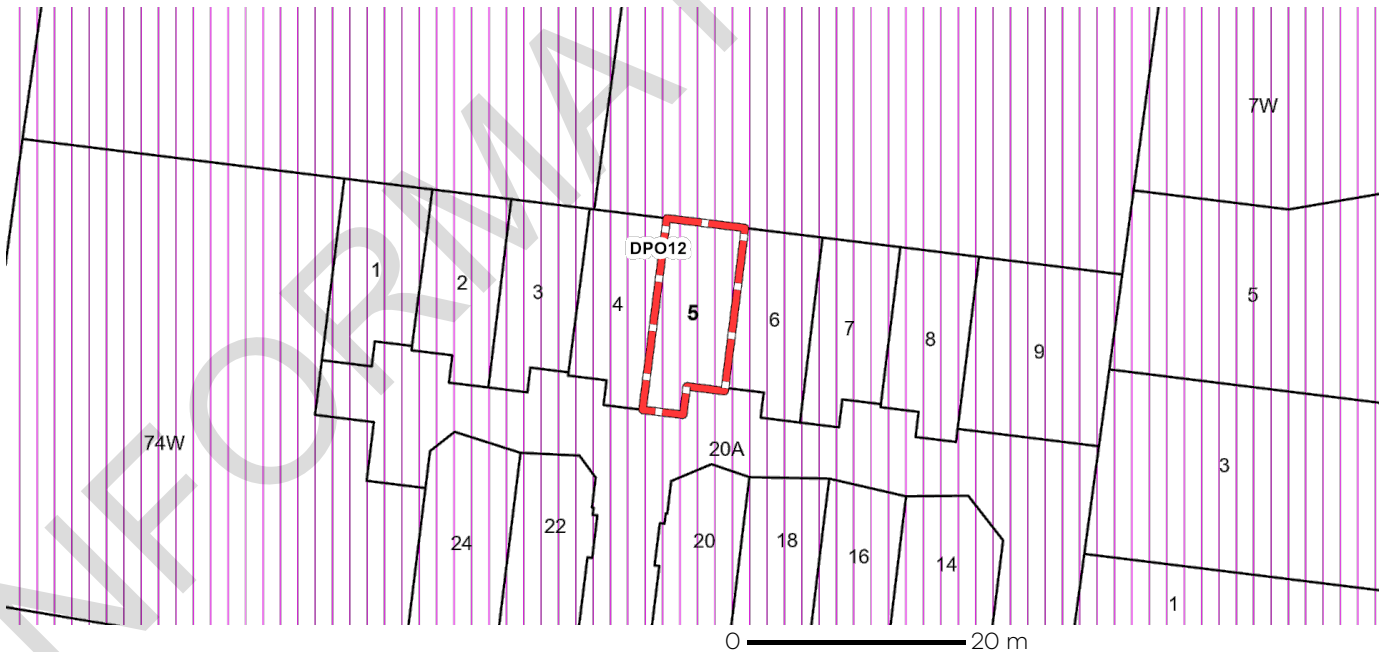


 **DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



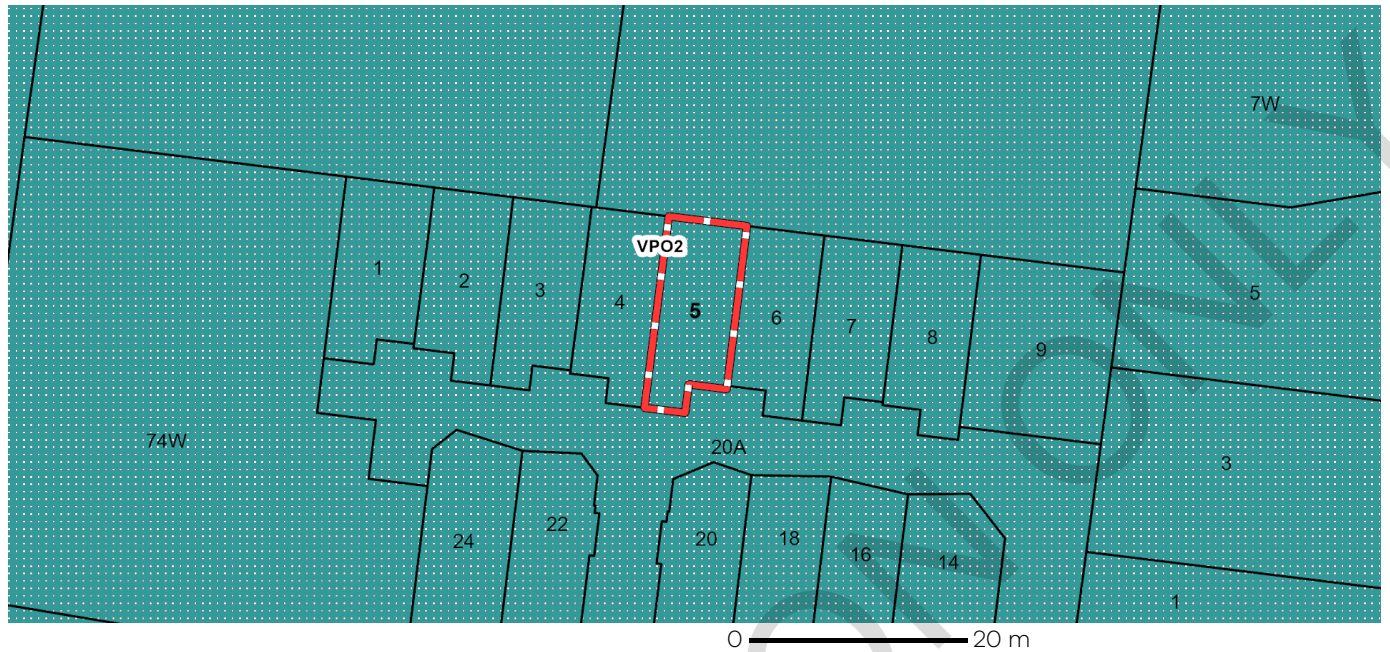
 **DPO - Development Plan Overlay**

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

Planning Overlays

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

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



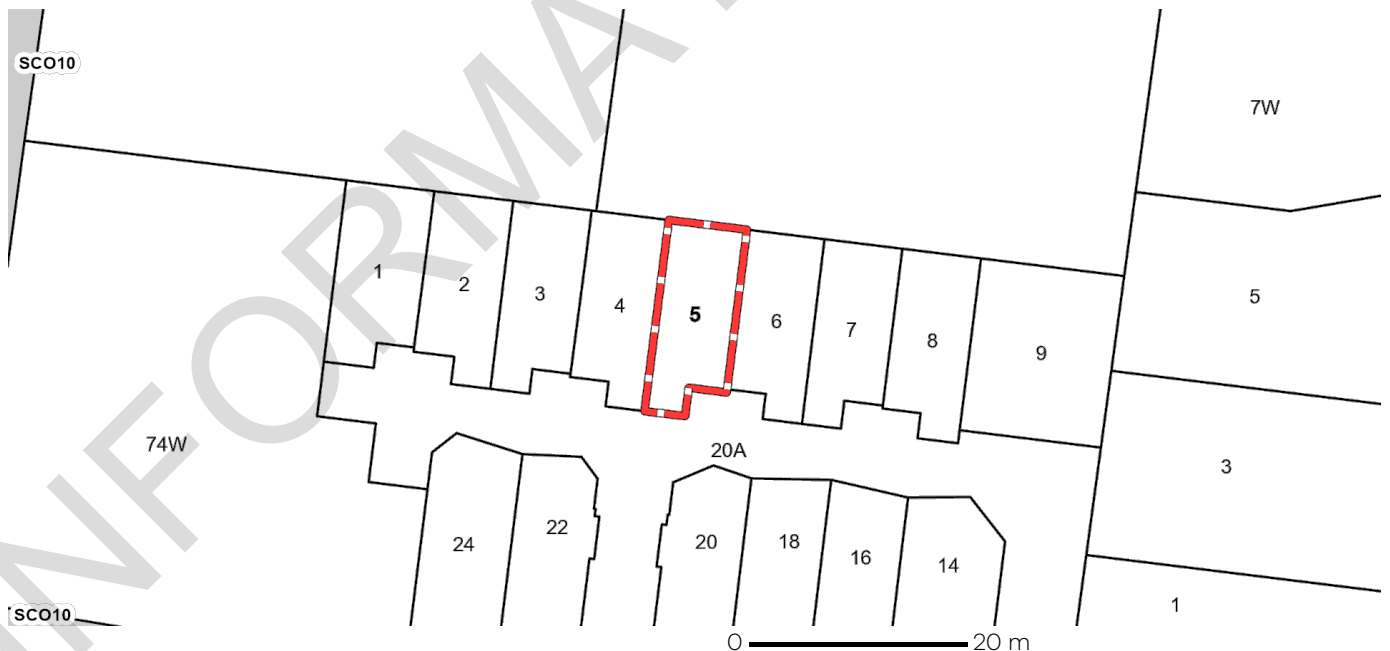
 **VPO - Vegetation Protection Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



 **SCO - Specific Controls Overlay**

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

Further Planning Information

Planning scheme data last updated on 17 April 2025.

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

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

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

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

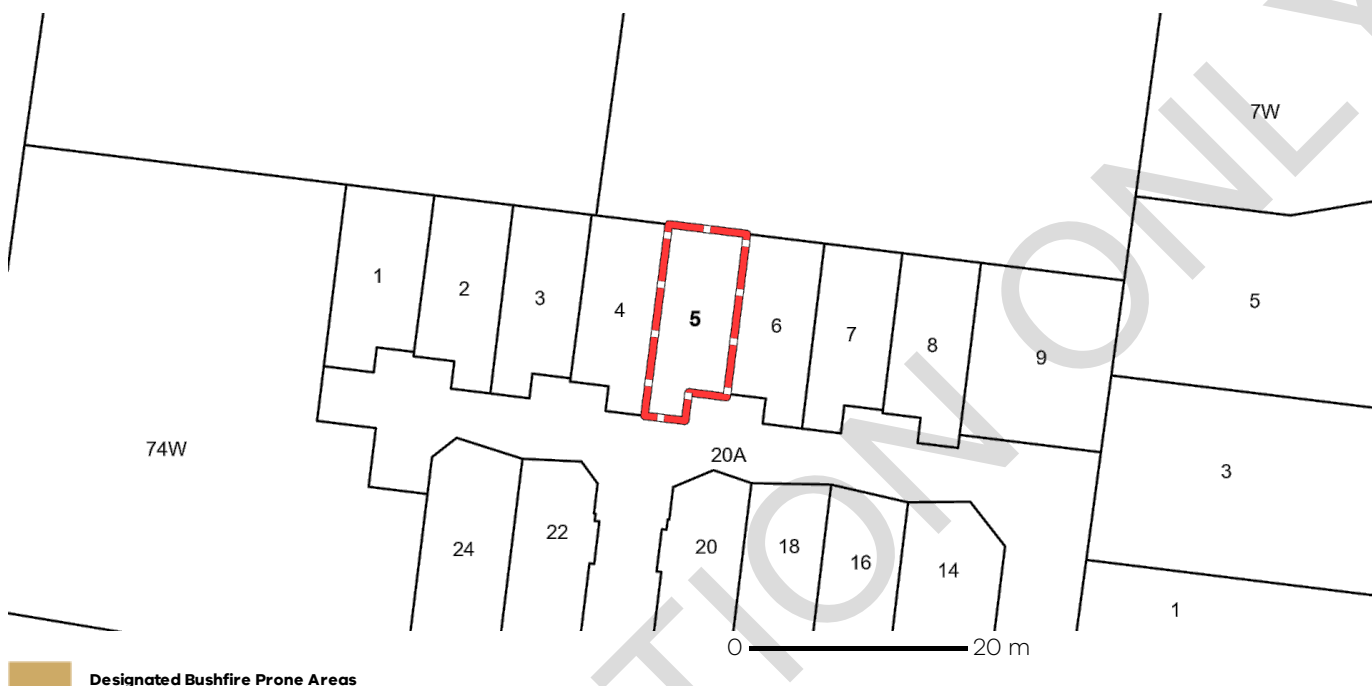
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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