REIV
THE DIFFERENCE

LAW INSTITUTE VICTORIA

Contract of sale of land

Property: **29 Barnett Drive, Kangaroo Flat 3555**

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/…….

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/…….

for and on behalf of:

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN: .....
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… …….
Name of director/secretary Signature of director/secretary

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/…….

for and on behalf of:

CAMERON JAMES GEORGE WHATLEY AND

KYLIE JANE WHATLEY (FORMERLY MATTHEWS)

…… ……..
Name of individual Signature of individual

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

Vendor's estate agent
Name: PH Property
Address: 29 Mundy Street, Bendigo, VIC 3550

Email: reception@phproperty.com.au

Tel: 5454 1999 Mob: 0431 176 249 Fax: 5454 1998 Ref:

Vendor
Name: CAMERON JAMES GEORGE WHATLEY AND KYLIE JANE WHATLEY (FORMERLY MATTHEWS)
Address: 90 Wimmera Highway, Marong, VIC 3515

ABN/ACN: .....

Email: whatleycameron05@gmail.com

Vendor's legal practitioner or conveyancer
Name: HQ Law
Address: 110 Pall Mall, Bendigo VIC 3550
Email: kirsty@hqlaw.com.au

Tel: : (03) 5454 3000 Mob: Fax: (03) 5441 6647 Ref: AB:KA:48492

Purchaser
Name:.....

Address:.....

ABN/ACN:.....

Email:.....

Purchaser's legal practitioner or conveyancer

Name:.....

Address:.....

Email:.....

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

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

Certificate of Title reference				being lot	on plan
Volume	11230	Folio	657	24	PS631134J

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

The land includes all improvements and fixtures.

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Property address

The address of the land is **29 Barnett Drive, Kangaroo Flat 3555**

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

All fixtures and fittings of a permanent nature

Payment

Price	$	
Deposit	$	Due and payable upon the signing of the Contract of Sale
Balance	$	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

- ☐ a lease for a term ending on with options to renew, each of years

OR

- ☒ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

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Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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Special conditions

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

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

1. Condition of Property

1.1 Purchase property subject to defects

The purchaser acknowledges having purchased the property:

(a) as a result of the purchaser's own inspection and enquiries;

(b) in its present condition and state of repair including any rubbish and/or building materials on the property; and

(c) subject to all faults and defects (if any) and contamination (if any) whether latent or patent. Except to the extent (if any) expressly provided in this contract, the vendor has not made, and no person on the vendor's behalf has made, any warranty or representation concerning these matters or any of them. The purchaser may not make any requisition or objection or claim any compensation from the vendor or refuse or delay payment of the price as a result of any of these matters.

1.2 Notices, orders, restrictions and other requirements

The Purchaser having purchased the property, takes title subject to all orders, notices, restrictions, outstanding works or other requirements, (if any) relating to the property made issued imposed or arising on or after the day of sale under any act, law, regulation, by-law or agreement or by a requirement of any public or statutory authority. The purchaser:

(a) may not make any requisition or objection or claim any compensation from the vendor or refuse or delay payment of the price in respect of such orders, notices, restrictions, outstanding works or other requirements (if any); and

(b) agrees to indemnify and keep indemnified the vendor against all loss, cost, damage or liability arising from or relating to such notices.

1.3 Compliance with regulations and by-laws

The Purchaser acknowledges that any and all improvements and works on the property, including any swimming pools or spas of a permanent or a relocatable nature and including the associated fencing, may not comply with the Victoria Building Regulations, the Building Code of Australia, municipal by-laws, relevant statutes and laws and any regulations or any repealed laws under which the improvements and works were constructed. No failure (if any) to comply will constitute a defect in the Vendor's title nor will it permit the purchaser to make any requisition or objection or refuse or delay payment of the price or claim any compensation whatsoever from the Vendor.

2 Planning

2.1 The Vendor makes no warranty that the property may be used for any particular purpose.

2.2 The Purchaser buys the property subject to any restrictions on the use of the Property under:

(a) The applicable planning scheme;

(b) Any planning permits for or affecting the Property; and

(c) Any other planning controls affecting the Property.

2.3 A planning restriction does not constitute a defect in the Vendor's title to the property or affect the validity of the Contract.

2.4 The Purchaser cannot make any objection to or be entitle to any compensation from the Vendor because of any planning restriction.

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3 Services

The Purchaser acknowledges that the property is sold subject to all existing water, sewerage and drainage, gas, electricity, telephone or other installations, services and utilities (if any). The Purchaser shall not make any requisition, objection or claim for compensation or terminate or rescind this Contract or delay settlement or withhold any part of the Price in response of any of the following:

(a) the nature, location, availability or non-availability of any such installations, services and utilities;

(b) if any such service is a joint service with any other land or building;

(c) if any sewer or water main or connection passes through in or over the Property;

(d) if because of or arising out of any such limitations, services and utilities the Property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

4 Indemnity

The Purchaser must indemnify the Vendor against all Claims, loss and damage the Vendor suffers or incurs (whether directly or indirectly) in respect of any failure by the Purchaser to punctually and properly comply with any of its obligations under this Contract (including any breach in respect of which the Vendor exercises its Right to end this Contract) and any breach of any Purchaser's warranty.

The Purchaser agrees to indemnify and hold harmless the Vendor from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including legal fees on a solicitor-client basis) arising out of or in connection with any breach by the Purchaser of any of the terms and conditions of this contract.

5 Costs in the Event of Default

General Condition 34.2(b)(ii) is to be replaced by the following:

5.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in the contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the due date") the Vendor will or may suffer the following "reasonable" losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the contract:

(a) all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance; and

(b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date; and

(c) accommodation expenses necessarily incurred by the Vendor; and

(d) legal costs and expenses as between the Vendor Legal Representative and the Vendor; and

(e) the proper legal costs of the Vendor arising from the default (including those costs incurred in having to deal with third parties) calculated as the rates provided in the first schedule of the current Practitioners Remuneration Order; and

(f) all penalties and costs payable by the Vendor to a third party through any delay in completion of a subsequent Vendor's purchase Contract (**Subsequent Contract**) including (but not limited to):

i. any shortfall between the price under this Contract of Sale and the price under the Subsequent Contract;

ii. all legal, agent's, advertising, and other reasonable costs and expenses incurred by the Vendor in connection with the Subsequent Contract due to the Purchaser's Default under this Contract of Sale; and

iii. any interest, including backdated interest, which the Vendor is required to pay under the Subsequent Contract due to the Purchaser's Default under this Contract of Sale,

whether such interest accrues before or after the scheduled settlement date under this Contract of Sale.

For the avoidance of doubt, interest payable under this clause may include interest calculated under the Subsequent Contract from a date prior to the scheduled settlement date under this Contract of Sale.

The Purchaser indemnifies the Vendor against all claims, demands, actions, damages, costs, and expenses arising from or in connection with the Purchaser's Default under this Contract of Sale which may and the Vendor's entry into and performance of the Subsequent Contract, including but not limited to the costs and interest referred to in clause 5.1(g).

5.2 Any interest due and payable as a result of the Purchaser's default must be paid on the Settlement Date.

5.3 Notwithstanding anything else hereinbefore contained, the Purchaser shall pay to the Vendor's Legal Representative the proper costs occasioned by the failure to settle on the appointed day where such failure is caused by the Purchaser, the Purchaser's Legal Representative, conveyancing assistant or mortgagee and where settlement has to be re-scheduled and takes place on a different day than appointed. These costs of $400 plus GST are payable for every occasion and/or date that settlement is delayed or rescheduled and shall be payable even though the Purchaser shall not be deemed to be in default under this Contract of Sale.

5.4 Nothing in this Special Condition limits the rights of the Vendor if the Purchaser defaults under this Contract of Sale. This Special Condition survives termination or rescission of this Contract of Sale. This is an essential condition of the Contract of Sale.

6 Default Interest

General Condition 33 is to be replaced by the following:

6.1 If the Purchaser defaults in payment of any money due under this contract, the Purchaser must pay to the Vendor interest at the rate of 4% above the standard rate on all money overdue during the period of default without any demand and without prejudice to any other rights of the Vendor.

7 Severability

If any provision of these Special Conditions are found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8 Inconsistency Between General Conditions & Special Conditions

The Purchaser acknowledges and agrees the General Conditions have been modified as contemplated in the Special Conditions, and in the event of any inconsistency between the General Conditions and the Special Conditions, the Special Conditions will prevail to the extent of any such inconsistency.

9. Guarantee and Indemnity

If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.

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GST WITHHOLDING NOTICE

Vendors: Cameron James George Whatley and Kylie Jane Whatley

Property: 29 Barnett Drive, Kangaroo Flat 3555

Title Particulars: Lot 24 Plan PS631134J being Volume 11230 Folio 657

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details) If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Suppliers Name:

Supplier's ABN:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate: $

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes
If "yes", the GST inclusive market value of the non-monetary consideration: $
Other details (including those required by regulation or the ATO forms):

GUARANTEE AND INDEMNITY

TO: Cameron James George Whatley and Kylie Jane Whatley (hereinafter called "the Vendor")

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

A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.

B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase monies interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the monies or to carry out and perform the obligations herein contained.

D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

S C H E D U L E

Vendor: Cameron James George Whatley and Kylie Jane Whatley, 90 Wimmera Highway, Marong

Purchaser: ……..

of: ……..

Guarantor: ……..

IN WITNESS whereof the said Guarantors have set their hands and seals this day of 2026

Signed Sealed And Delivered By)
.....)
the said Guarantor)
)
in Victoria in the presence of:)

eCOSID: 191675567

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 all 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

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(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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form 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.

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

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

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

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

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

as though the purchaser was in default.

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

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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. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

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 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.

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

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

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14.6 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.

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

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

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

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.

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 –

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(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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

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

(c) deliver all other physical documents and items (other than the goods sold with the land 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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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(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 these general conditions –

(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 –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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

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(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 basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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(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 Tax Act, but only if –

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

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

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

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

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

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

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

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

in accordance with section 14-250 of Schedule 1 to the Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 –

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(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.

28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

(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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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

29 BARNETT DRIVE, KANGAROO FLAT 3555

eCOSID: 191675567

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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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.

29 BARNETT DRIVE, KANGAROO FLAT 3555

eCOSID: 191675567

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

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

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

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

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

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

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

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Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	29 Barnett Drive, Kangaroo Flat 3555	
Vendor's name	Cameron James George Whatley	**Date** / / 14 April 2026
Vendor's signature	Signed by: A21EC1841DD1487...	
Vendor's name	Kylie Jane Whatley (formerly Matthews)	**Date** / / 10 April 2026
Vendor's signature	Signed by: 3D66508BA7D240F...	
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

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

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

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	AVPCC No. 110.3
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ 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 of property clearance certificate or is as follows	Date: OR ☐ Not applicable

2 INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3 LAND USE

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

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

Is in the attached copies of title documents.

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

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

3.2. **Road Access**

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

3.3. **Designated Bushfire Prone Area**

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

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

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

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

Not Applicable.

4.2. **Agricultural Chemicals**

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

Not Applicable.

4.3. **Compulsory Acquisition**

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

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

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

☐ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1241586

APPLICANT'S NAME & ADDRESS

HQ LAW C/- INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

WHATLEY, CAMERON JAMES G

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

1515

This certificate is issued for:

LOT 24 PLAN PS631134 ALSO KNOWN AS 29 BARNETT DRIVE KANGAROO FLAT
GREATER BENDIGO CITY

The land is covered by the:
GREATER BENDIGO PLANNING SCHEME

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

The land:
- is included in a GENERAL RESIDENTIAL ZONE
- is within a LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/greaterbendigo)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

31 March 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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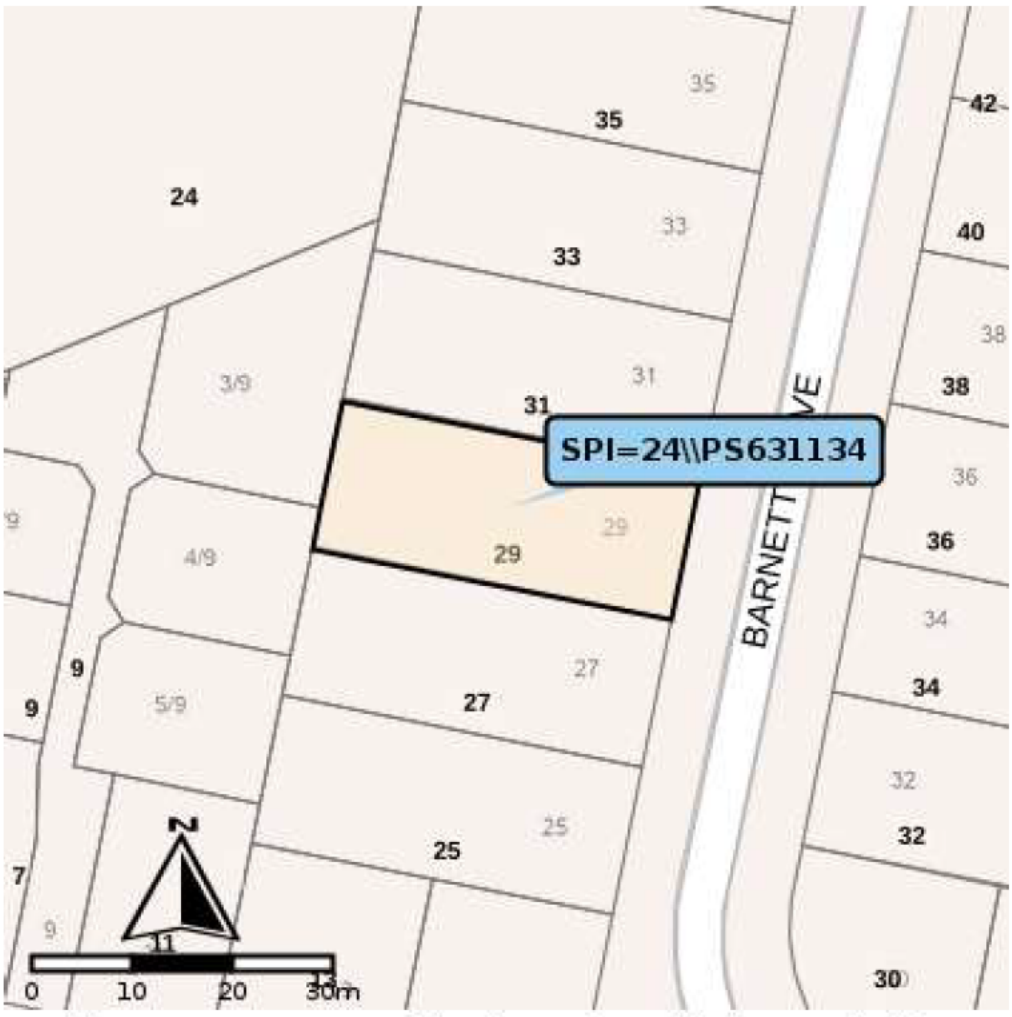
The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 31 March 2026 04:48 PM

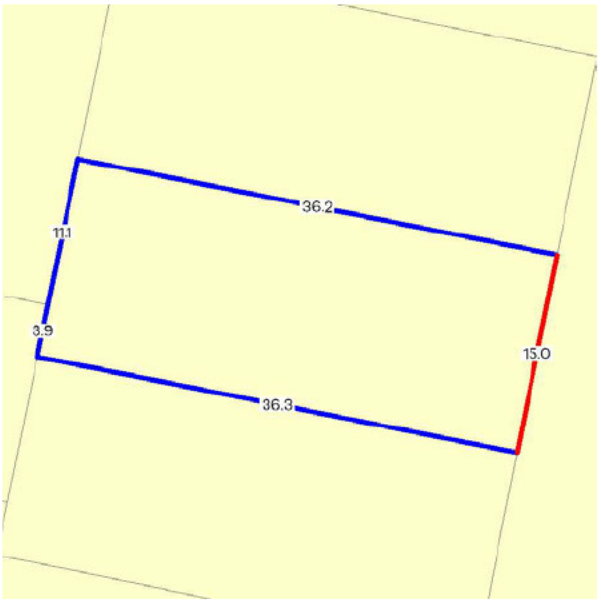
PROPERTY DETAILS

Address:	**29 BARNETT DRIVE KANGAROO FLAT 3555**
Lot and Plan Number:	**Lot 24 PS631134**
Standard Parcel Identifier (SPI):	**24\PS631134**
Local Government Area (Council):	**GREATER BENDIGO**
Council Property Number:	**231527**
Directory Reference:	**Vicroads 612 K7**

www.bendigo.vic.gov.au

SITE DIMENSIONS

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



Area: 543 sq. m
Perimeter: 102 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:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO WEST**

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 found here – Planning Property Report

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

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PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

Area Map



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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 31 March 2026 04:49 PM

PROPERTY DETAILS

Address:	**29 BARNETT DRIVE KANGAROO FLAT 3555**
Lot and Plan Number:	**Lot 24 PS631134**
Standard Parcel Identifier (SPI):	**24\PS631134**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**231527**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 612 K7**

UTILITIES

Rural Water Corporation:	**Goulburn-Murray Water**
Urban Water Corporation:	**Coliban Water**
Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

Legislative Council:	**NORTHERN VICTORIA**
Legislative Assembly:	**BENDIGO WEST**

OTHER

Registered Aboriginal Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



GRZ - General Residential
LDRZ - Low Density Residential
PPRZ - Public Park and Recreation
Water course

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

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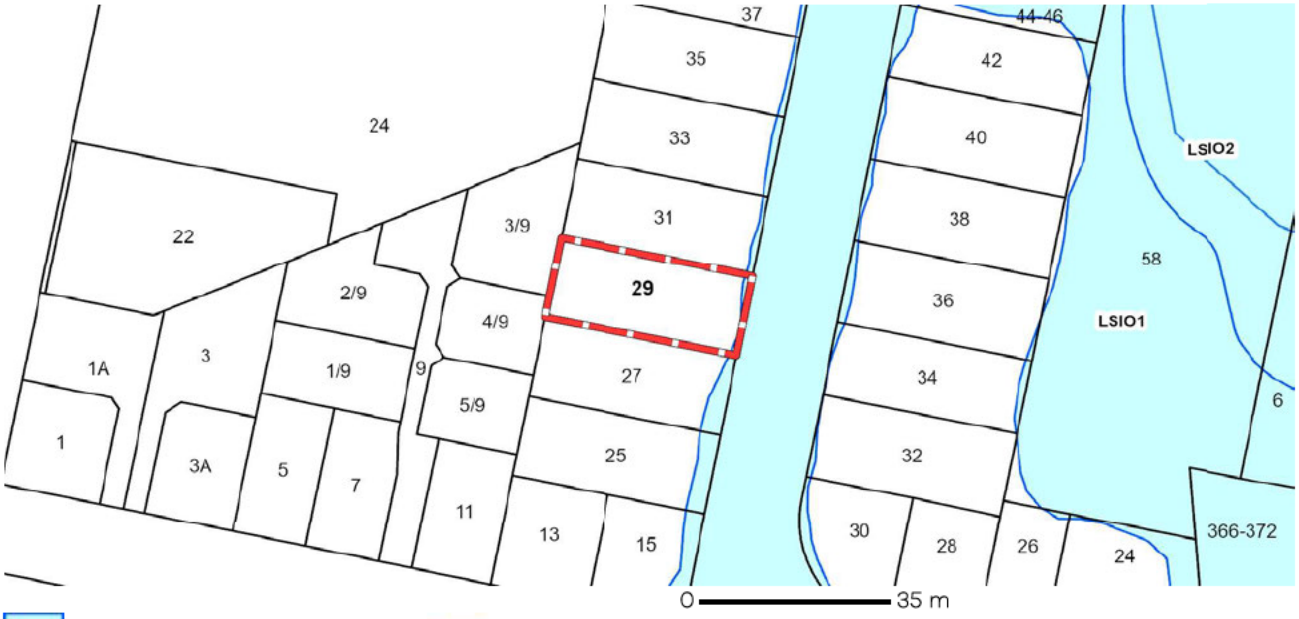
PLANNING PROPERTY REPORT

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 (LSIO1)



LSIO - Land Subject to Inundation Overlay Water course

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



ESO - Environmental Significance Overlay Water course

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

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 31 March 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 Victoria 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 Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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

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

VOLUME 11230 FOLIO 657

Security no : 124133445722F
Produced 31/03/2026 04:48 PM

LAND DESCRIPTION

Lot 24 on Plan of Subdivision 631134J.
PARENT TITLE Volume 10651 Folio 905
Created by instrument PS631134J 12/10/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
CAMERON JAMES GEORGE WHATLEY
KYLIE JANE MATTHEWS both of 29 BARNETT DRIVE KANGAROO FLAT VIC 3555
AN408940R 22/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AH604324Y 09/11/2010

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

DIAGRAM LOCATION

SEE PS631134J 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: 29 BARNETT DRIVE KANGAROO FLAT VIC 3555

DOCUMENT END

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Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**31/03/2026 16:48**

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PLAN OF SUBDIVISION

STAGE NO. /

LRS use only

EDITION 2

PS631134J

Location of Land

Parish: MANDURANG

Township: ----------

Section: D

Crown Allotment: 75 (PART)

Crown Portion: ----------

Title Reference: VOL.10651 FOL.905

Last Plan Reference: LOT 3 PS442363V

Postal Address: (at time of subdivision) 16-26 FURNESS STREET KANGAROO FLAT 3555

MGA Co-ordinates

Datum: GDA94 (of approx. centre of land in plan) E 253 430 N 5 921 900 Zone: 55

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROAD R1	CITY OF GREATER BENDIGO
RESERVE No.1	CITY OF GREATER BENDIGO
RESERVE No.2	POWERCOR AUSTRALIA LTD
RESERVE No.3	CITY OF GREATER BENDIGO
RESERVE No.4	CITY OF GREATER BENDIGO

Council Certificate and Endorsement

Council Name: CITY OF GREATER BENDIGO Ref: DS/350/2008

1. ~~This plan is certified under section 6 of the Subdivision Act 1988.~~
2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 19 / 4 / 2010
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/~~has not~~ been made.

(ii) ~~The requirement has been satisfied.~~

(iii) ~~The requirement is to be satisfied in Stage.....~~

~~Council delegate~~
~~Council seal~~

~~Date~~ / /

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate Shannon Lt
~~Council Seal~~
10 AUG 2010
Date / /

Notations

Staging This plan is not a staged subdivision
Planning Permit No. DS/350/2008

Depth Limitation

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

UPON REGISTRATION OF THIS PLAN A RESTRICTION IS TO BE CREATED. SEE SHEETS SEVEN, EIGHT & NINE OF THIS PLAN

Survey This plan is based on survey

This survey has been connected to permanent mark(s) 6 AND 58

In Proclaimed Survey Area No.-----

Easement Information

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 (AS AMENDED) APPLIES TO LOTS 49, 57 AND 58 IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-3	DRAINAGE	SEE DIAG	THIS PLAN	CITY OF GREATER BENDIGO
E-2, E-3, E-5	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG	THIS PLAN - SECTION 136 WATER ACT 1989	COLIBAN REGION WATER CORPORATION
E-4, E-5	DRAINAGE	SEE DIAG	THIS PLAN	C/T VOL.10651 FOL.904

11954

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Statement of Compliance/ Exemption Statement

Received ☑

Date 7/ 10/ 10

THIS IS A LAND USE VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

Sheet 1 of 9 Sheets

Tomkinson Group
· Project Managers · Planners
· Surveyors · Engineers
TEL: (03)54421033 FAX: (03)54413648
57 MYERS STREET, BENDIGO 3550
WEB: www.tomkinson.com
EMAIL: bendigo@tomkinson.com
ISO 9001 FS520488

LICENSED SURVEYOR (PRINT) PAUL THOMAS TOMKINSON

SIGNATURE ..... DATE 27-07-2010

REF 1002701 VERSION 12

PLOTTED 27-07-2010 P.J.L.

Shannon Lt
DATE 10 AUG 2010 / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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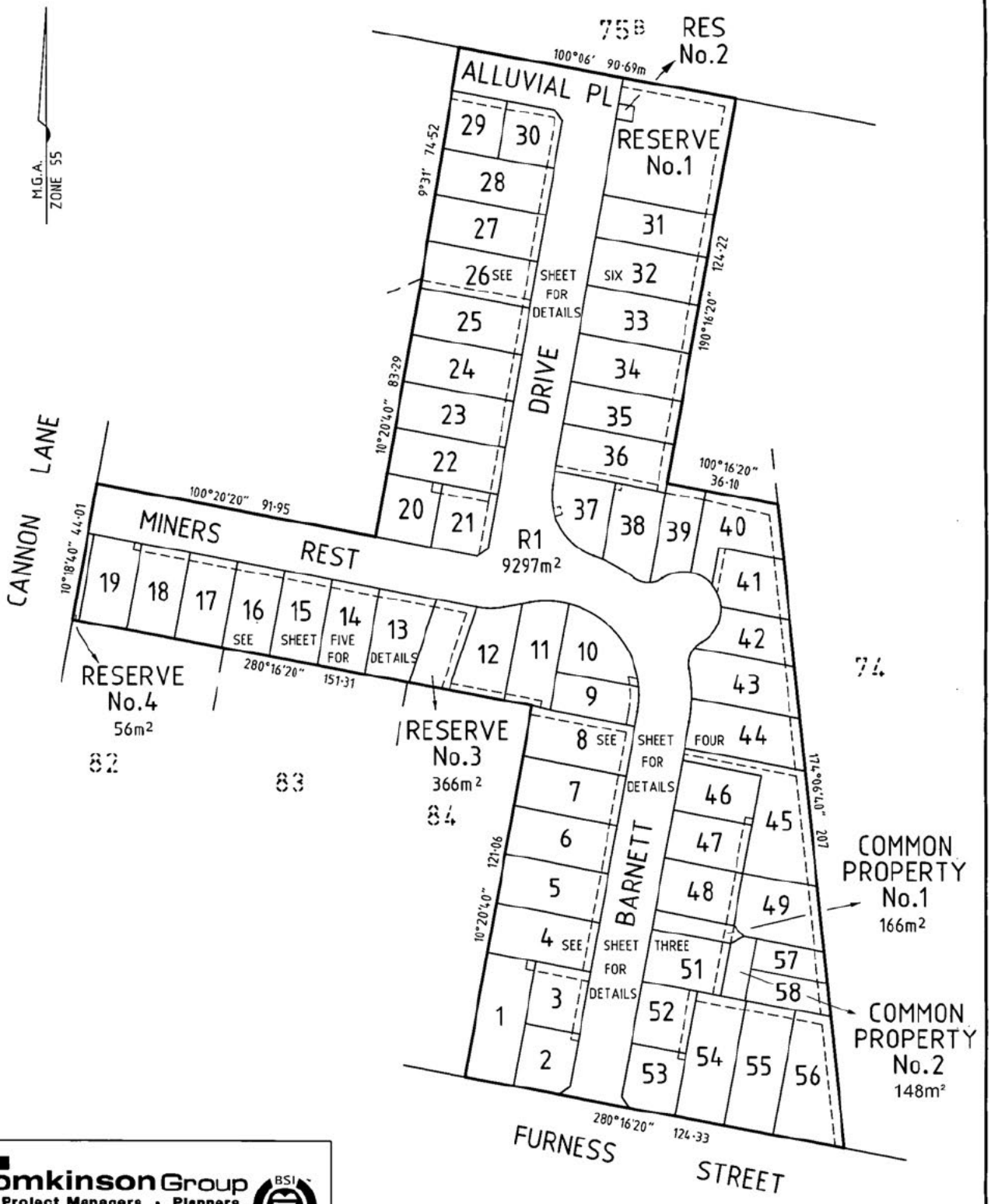
PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER **PS631134J**



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12.5 0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:1250 | SHEET SIZE A3

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DATE 19 AUG 2010
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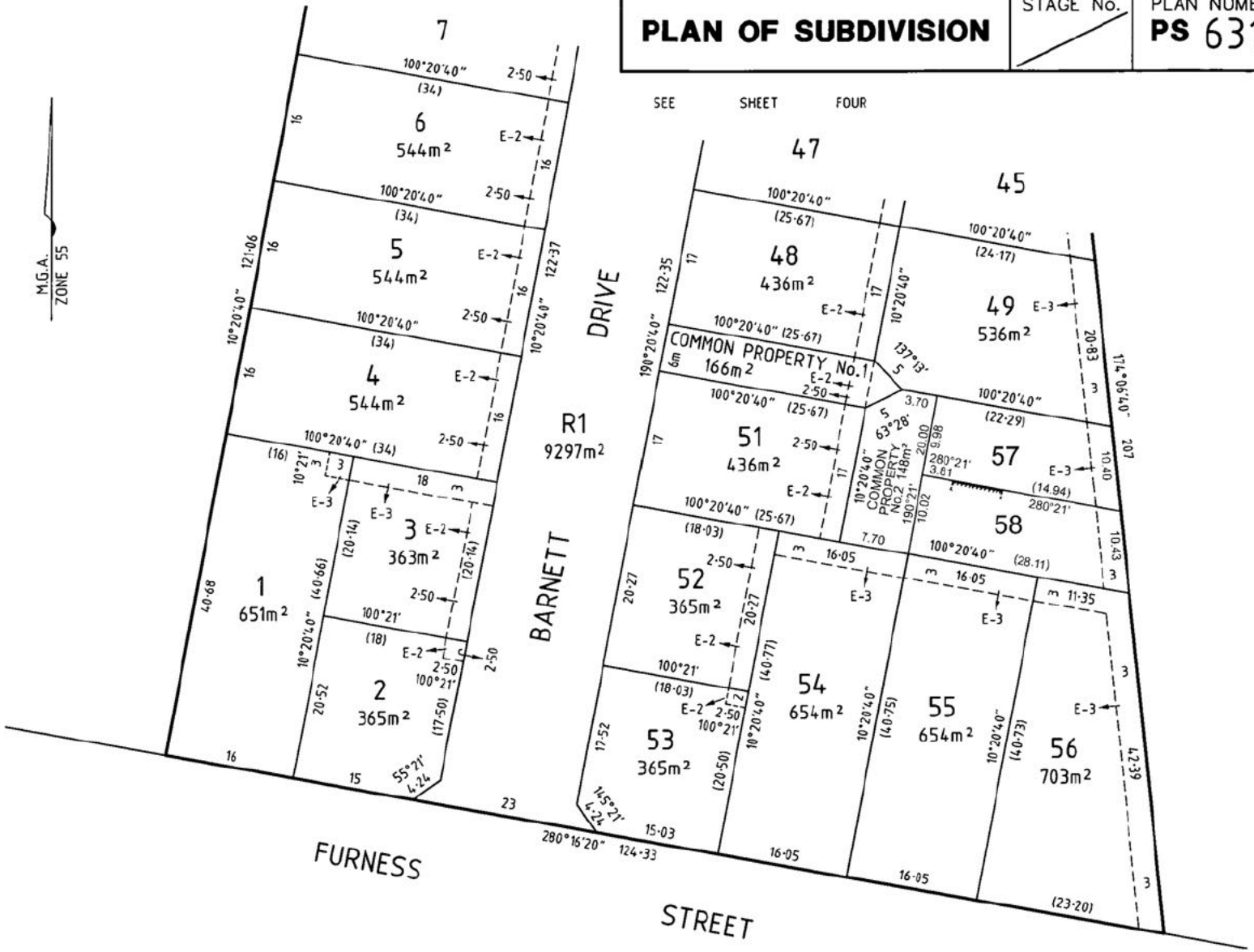
STAGE No.

PLAN NUMBER **PS 631134J**



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LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:500	A3

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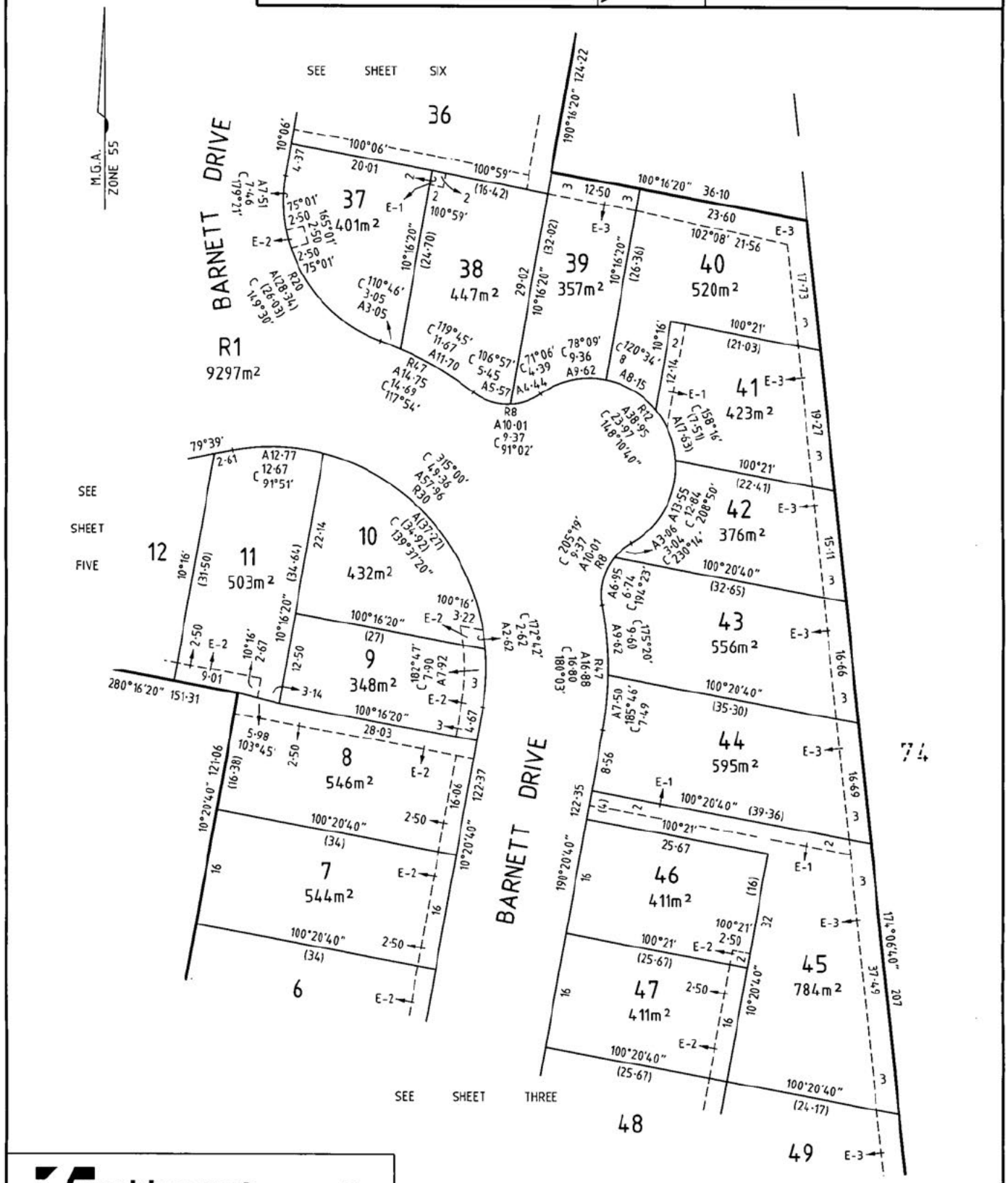
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER **PS631134J**



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SCALE	SHEET SIZE
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S.Hammond

DATE 10 AUG 2010

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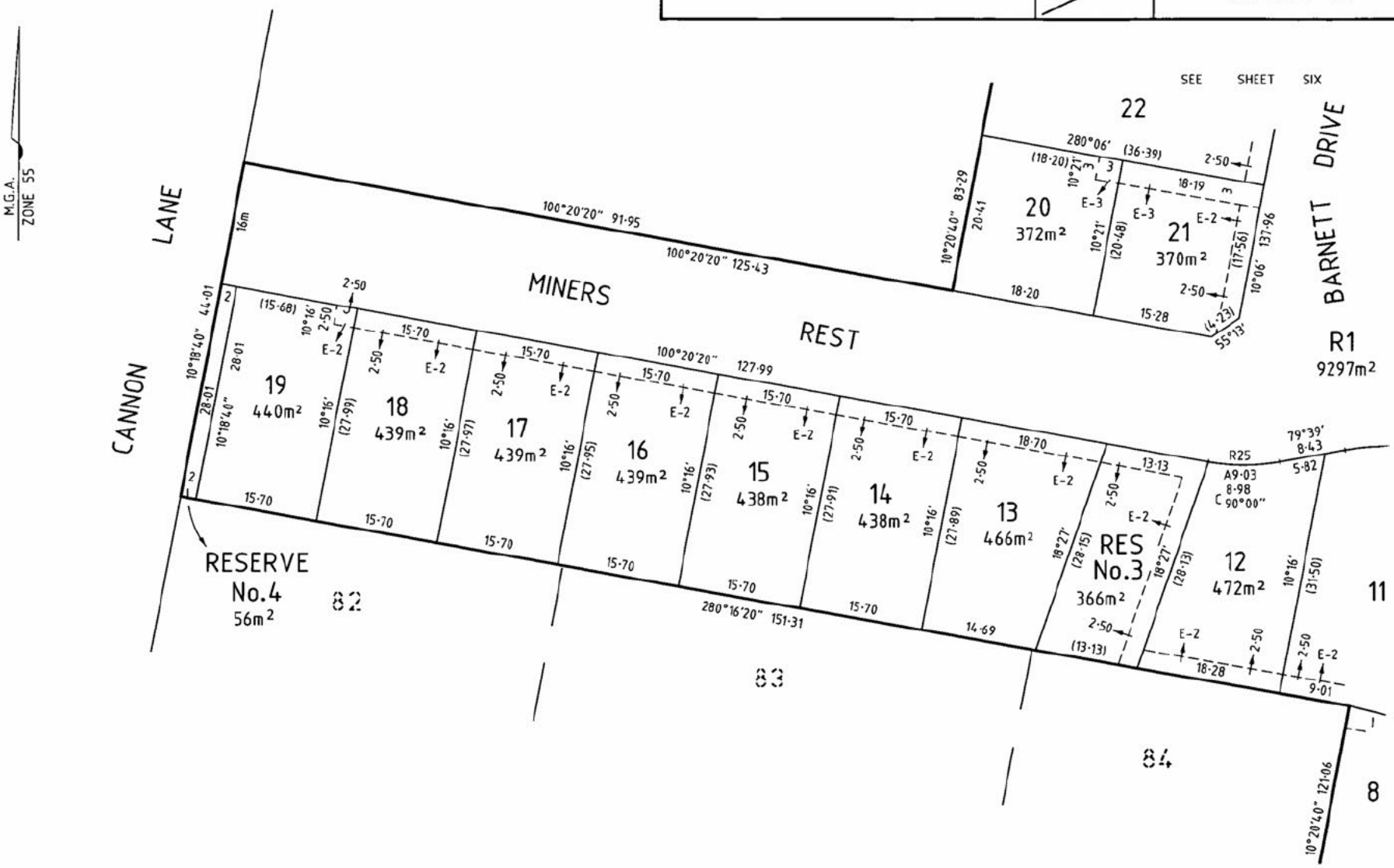
PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER **PS 631134 J**



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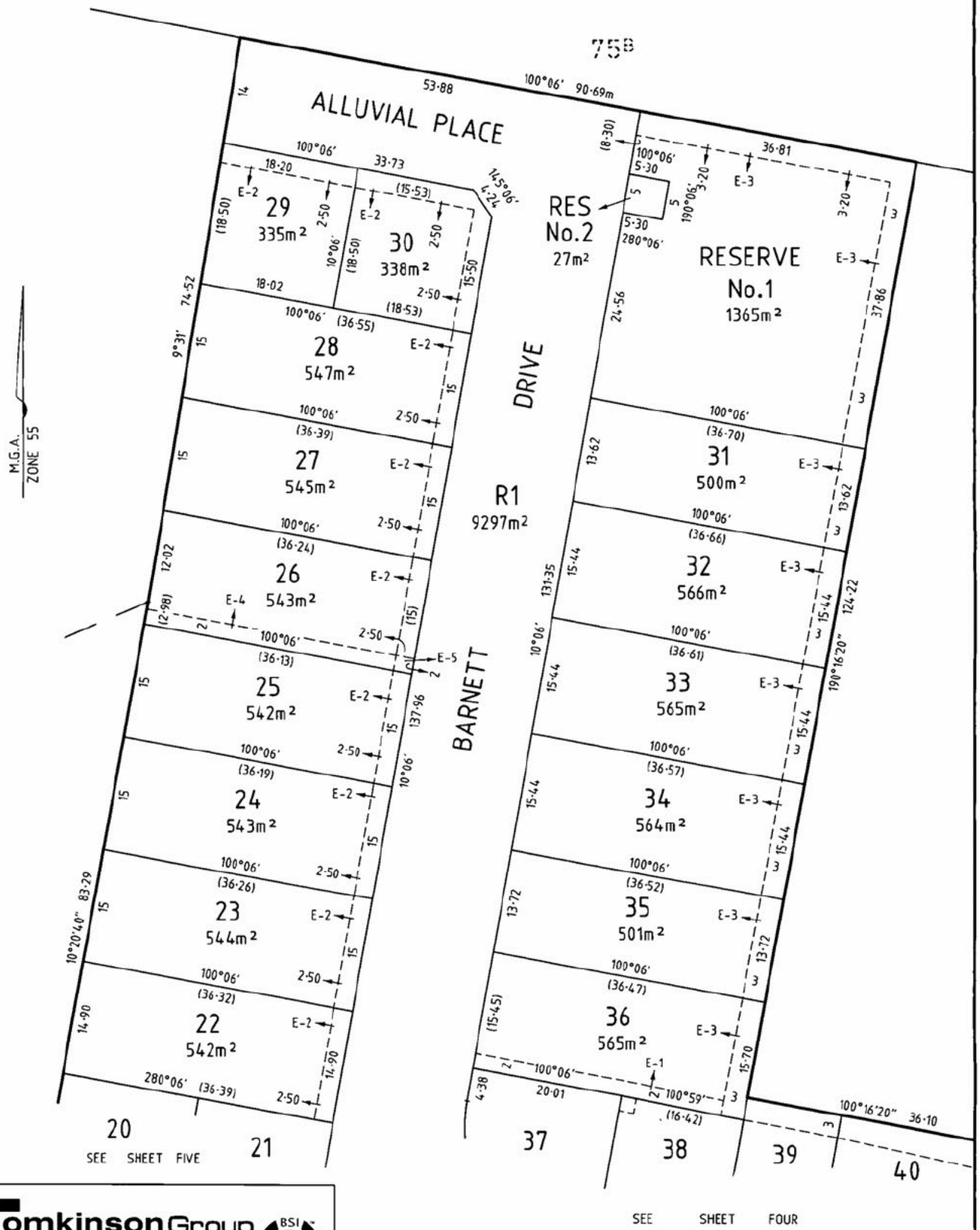
PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER **PS631134J**



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LENGTHS ARE IN METRES

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SCALE	SHEET SIZE
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PLAN OF SUBDIVISION	STAGE No. /	PLAN NUMBER PS631134J

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTIONS ARE TO BE CREATED

1. LAND TO BENEFIT
ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED
LOTS 1 AND 2 AND LOTS 53 TO 56 (BOTH INCLUSIVE) ON THIS PLAN

DESCRIPTION OF RESTRICTION
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 1 AND 2 AND 53 TO 56 (BOTH INCLUSIVE) ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOTS 1 AND 2 AND 53 TO 56 (BOTH INCLUSIVE) WITH A FLOOR LEVEL BELOW 270·20m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

2. LAND TO BENEFIT
ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED
LOTS 3 AND 52 ON THIS PLAN

DESCRIPTION OF RESTRICTION
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 3 AND 52 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOTS 3 AND 52 WITH A FLOOR LEVEL BELOW 269·65m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

3. LAND TO BENEFIT
ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED
LOTS 4, 51, 57 AND 58 ON THIS PLAN

DESCRIPTION OF RESTRICTION
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 4, 51, 57 AND 58 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOTS 4, 51, 57 AND 58 WITH A FLOOR LEVEL BELOW 269·30m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

4. LAND TO BENEFIT
ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED
LOTS 5 AND 49 ON THIS PLAN

DESCRIPTION OF RESTRICTION
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 5 AND 49 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOTS 5 AND 49 WITH A FLOOR LEVEL BELOW 269·10m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

5. LAND TO BENEFIT
ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED
LOT 6 ON THIS PLAN

DESCRIPTION OF RESTRICTION
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 6 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 6 WITH A FLOOR LEVEL BELOW 268·95m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS631134J

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTIONS ARE TO BE CREATED

6. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOTS 7 AND 45 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 7 AND 45 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOTS 7 AND 45 (BOTH INCLUSIVE) WITH A FLOOR LEVEL BELOW 268·85m (AHD WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

7. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOT 8 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 8 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 8 WITH A FLOOR LEVEL BELOW 268·70m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

8. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOT 9 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 9 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 9 WITH A FLOOR LEVEL BELOW 268·55m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

9. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOTS 10 TO 13 (BOTH INCLUSIVE) AND LOTS 43 AND 44 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOTS 10 TO 13 (BOTH INCLUSIVE) AND LOTS 43 AND 44 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOTS 10 TO 13 (BOTH INCLUSIVE) AND LOTS 43 AND 44 WITH A FLOOR LEVEL BELOW 268·60m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

10. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOT 14 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 14 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 14 WITH A FLOOR LEVEL BELOW 268·80m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

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ORIGINAL | SCALE 1:500 | SHEET SIZE A3

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PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER **PS631134J**

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTIONS ARE TO BE CREATED

11. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOT 42 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 42 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 42 (BOTH INCLUSIVE) WITH A FLOOR LEVEL BELOW 268·40m (AHD WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

12. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOT 46 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 46 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 46 WITH A FLOOR LEVEL BELOW 268·75m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

13. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOT 47 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 47 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 47 WITH A FLOOR LEVEL BELOW 268·90m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

14. LAND TO BENEFIT

ALL THE LOTS ON THIS PLAN

LAND TO BE BURDENED

LOT 48 ON THIS PLAN

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF LOT 48 ON THIS PLAN TO WHICH THE FOLLOWING RESTRICTION APPLIES, SHALL NOT:
CONSTRUCT ANY HABITABLE STRUCTURE ON LOT 48 WITH A FLOOR LEVEL BELOW 269·05m (AHD) WITHOUT THE CONSENT OF NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS631134J

MASTER PLAN (STAGE 1) REGISTERED DATE 12/10/2010 TIME 4:00 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 50	LOTS 57, 58 AND COMMON PROPERTY NO.2	AMENDMENT SECTION 32	PS631134J/D1	09/05/14	2	B.P

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:

Scott Ashwood P/L Code 15570

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MADE AVAILABLE/CHANGE CONTROL

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The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*

Lot 24 on Plan of Subdivision PS631134J and being the land contained in Certificate of Title Volume 11230 Folio 657

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

$85,000.00

Transferor: *(full name)*

Loddon Mallee Housing Services Limited ACN 081883623

Transferee: *(full name and address including postcode)*

Matthew Francis O'Brien of Lot 24 Barnett Drive KANGAROO FLAT 3555

Directing Party: *(full name)*

nil

Creation and/or Reservation of easement and/or Covenant

The Transferee hereby for its and its transferees, executors, administrators and assigns as a separate covenant DO HEREBY CONVENANT with the Transferor and other the registered proprietor or proprietors for the time being of each Lot on Plan of Subdivision No PS 631134J and every part thereof other than Lot 24 hereby transferred that the said transferees shall not:-

(1) That no dwelling or home unit erected on the lot shall be other than new materials with not less then eighty percent of the outer walls (excluding windows) in clay brick, clay brick veneer, brick cement render, concrete masonry with rendered finish or bluestone substrate with rendered finish.

(2) That no dwelling or home unit shall erected on the on any of Lots 1-56 (inclusive) which has a floor area of less than 90 square metres including the outer walls thereof such area being calculated by excluding the area of garages, carports, terraces, pergolas and/or Verandahs.

Approval No. 15860810A

T2

Page 1 of 2

OFFICE OF TITLES VICTORIA

Anstat Pty Ltd

ORDER TO REGISTER

Please register and issue title to

Signed Cust. Code

STAMP DUTY USE ONLY

Scott Ashwood Pty Ltd

DRS	AP 414
Vic Duty	$1,790.00
Consideration	$85,000.00
Trans No.	20181/2010
Endorse Date	01/11/2010
Section	Original

SG

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

464157102071

Delivered by LANDATA®, timestamp 31/03/2026 16:48 Page 2 of 2
Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

(3) That no dwelling or home unit erected on the lot shall be used other then the purposes of residence and no building shall be used for commercial purposes (other than as a display home)

(4) That no mud brick or mud brick shall be used in the construction of any building or structure upon the lot.

(5) That no building erected on the lot shall have a roof of corrugated galvanised iron.

(6) That no building erected on any of the Lots 1 to 56 (inclusive) shall have other than a pitched roof with an aluminum classing or zincalume cladding shall be erected on the lot.

(7) That no fence, shed or other outbuilding constructed partly or wholly of galvanised iron cladding, aluminum cladding or zincalume cladding shall be erected on the lot.

(8) That no fence shall be erected on the front boundary of any of the Lots 1-56 (inclusive) or within 4.0 metres form the front title boundary, provided that if the land has frontage to more than one street, then any fence within 4 metres of one of the title boundaries abutting a street, SAVE AND EXCEPT of any temporary fencing for any permitted display homes.

(9) That no fence erected on the lot shall have a height exceeding two metres SAVE AND EXCEPT for the rear boundaries of lots 44, 45, 49, 50 and 56.

(10) That no dividing fence shall be erected on the lot other than of new materials consisting of double sided colorbond steel panels of the colour "Summershade" SAVE AND EXCEPT for any temporary fencing for any permitted display homes.

(11) That no building, shed or other outbuilding erected on the lot shall be other than of new material.

(12) That no shed or other outbuilding erected on the lot or any tent, caravan or other form of portable accommodation standing on that lot shall be used for the purpose of residential accommodation.

(13) That no lot may further subdivided SAVE AND EXCEPT for lots 45, 49 and 50.

AND IT IS HEREBY ARGEED that the foregoing covenants shall be noted upon and appear in ever future Certificate of Title for the land hereby transferred or any or parts thereof as an encumbrance affection the same.

Dated: 28/10/10

THE COMMON SEAL of LODDON MALLEE HOUSING SERVICES LIMITED ACN 081 883 623 was hereto affixed in the presence of the authorised person

Loddon Mallee Housing Services Limited ACN 081 883 623 THE COMMON SEAL OF

Ken Marchingo
Full Name
CEO
Loddon Mallee Housing Services
ABN 28 081 883 623 ACN 081 883 623
Usual Address

Signed by Matthew Francis O'Brien in the presence of:

.....witness

AH604324Y
09/11/2010 $332 45

Approval No. 15860810A

T2

OFFICE OF TITLES VICTORIA

Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

CITY OF GREATER BENDIGO

Building Information Certificate

Regulation 51(1) | Building Regulations 2018

01-Apr-2026

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Location: 29 Barnett Drive, KANGAROO FLAT 3555 (Lot 24 PS 631134J)
Applicant Reference: 80118736-019-8:95514

Building permits, occupancy permits or certificates of final inspection issued in the past 10 years

Council has no record of any building approvals being issued on this property in the past 10 years.

Current determinations under Regulation 64(1) or exemptions under Regulation 231(2)

Council has no record of any current statement on this property.

Current notices or orders issued under the Building Act 1993

Council has no record of any current notice or order issued for this property.



Craig Kingston
Municipal Building Surveyor

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

CITY OF GREATER BENDIGO

PLEASE NOTE

This information is provided in good faith. Council accepts no responsibility for any errors or omissions.

City of Greater Bendigo
1300 002 642 | 189-229 Lyttleton Terrace, Bendigo | 125 High Street, Heathcote
PO Box 733 Bendigo VIC 3552 | requests@bendigo.vic.gov.au | www.bendigo.vic.gov.au

If you are deaf, hearing or speech impaired, please call us via the National Relay Service on 133 677 or www.relayservice.com.au

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Property Clearance Certificate

Land Tax

INFOTRACK / HQ LAW

Your Reference:	48492
Certificate No:	98482183
Issue Date:	01 APR 2026
Enquiries:	JXD11

Land Address: 29 BARNETT DRIVE KANGAROO FLAT VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38378641	24	631134	11230	657	$0.00

Vendor: KYLIE JANE WHATLEY & CAMERON JAMES G WHATLEY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS KYLIE JANE WHATLEY	2026	$236,000	$0.00	$0.00	$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$500,000
SITE VALUE (SV):	$236,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Notes to Certificate - Land Tax

Certificate No: 98482183

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $236,000

Calculated as $975 plus ($236,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,000.00

Taxable Value = $500,000

Calculated as $500,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 98482183

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 98482183

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / HQ LAW

Your Reference:	48492
Certificate No:	98482183
Issue Date:	01 APR 2026
Enquires:	JXD11

Land Address:	29 BARNETT DRIVE KANGAROO FLAT VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38378641	24	631134	11230	657	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$500,000
SITE VALUE:	$236,000
CURRENT CIPT CHARGE:	**$0.00**

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98482183

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / HQ LAW

Your Reference:	48492
Certificate No:	98482183
Issue Date:	01 APR 2026

Land Address:	29 BARNETT DRIVE KANGAROO FLAT VIC 3555

Lot	Plan	Volume	Folio
24	631134	11230	657

Vendor: KYLIE JANE WHATLEY & CAMERON JAMES G WHATLEY

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Notes to Certificate - Windfall Gains Tax

Certificate No: 98482183

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 98482185

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 98482185

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Your Reference: 80118736-018-1:95515
Certificate Number: 142701

Land Information Certificate

Assessment Number: 193870 3 **Issue Date: 02-Apr-2026**

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property and Valuation Details	
Property Address	29 Barnett Drive, KANGAROO FLAT 3555
Parcel Details	Lot 24 PS 631134J
Site Value	$236,000
Capital Improved Value	$500,000
Net Annual Value	$25,000
Basis of Valuation	Capital Improved Value
Level of Valuation Date	01-Jan-2025
Valuation Operative Date	01-Jul-2025
AVPCC	110.3 - Detached Dwelling (existing)

Rates and Charges	Current Amount Levied
General Rates	$1,475.25
Garbage Charge	$461.00
Emergency Services and Volunteer Fund	$222.50
Total Levied	**$2,158.75**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
Total Outstanding	**$541.78**

Other Property Debt	$0.00

Total Outstanding for Property: $541.78

BPAY **Biller Code: 268813**
Ref: 1938703

Katelyn Stone
Coordinator of Rates & Valuations

To obtain an updated balance, please contact the Rates Team directly on 03 5434 6262.
Notices of Acquisitions can be forwarded to acquisitions@bendigo.vic.gov.au

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

This Certificate is issued under Section 229 of the Local Government Act 1989. The Rates & Charges for the year ending 30 June 2026 became payable on 1 July 2025. Overdue rates attract interest at the rate of 10.0% per annum. In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges must be paid by the purchaser when that person becomes the owner of the land. Refer to this Certificate for Prescribed, general and other information.

Prescribed information

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

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

General information

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 119 of the Act.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, PO Box 733, Bendigo 3552, Telephone 1300 002 642.
There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the Fire Services Property Levy Act 2012.

Rates and charges

Rates and Charges for financial year ending 30 June 2026. All Rates and Charges due by four (4) instalments due 30 September 2025, 01 December 2025, 02 March 2026 and 01 June 2026.
Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

Other information

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement.

After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

Please note

Updates will not be provided after the 90-day period has passed, a new certificate will be required

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

ABN 96 549 082 360

Next Scheduled Reading: 12 April 2026

TAX INVOICE

C J G Whatley & K J Matthews
90 Wimmera Hwy
MARONG VIC 3515

Customer Number
C-00009596

Invoice Number
INV-0003050932

Bill Amount
$1,250.52

Due Date (Direct Debit in Place)
4 February 2026

Service Address: 29 Barnett Drive Kangaroo Flat VIC 3555
Classification: Household

Opening Balance	**$1,083.58**
Total Payment Received up to 13 January 2026	CR $126.00
Balance	**$957.58**
Current Charges	
Water Service Fee	$73.14
Sewerage Service Fee	$219.80
Total (Excl GST)	**$292.94**
GST	$0.00
Total (Incl GST)	**$292.94**
Total Amount Due	**$1,250.52**

See over the page for payment options
Concession has not been applied (refer over for eligibility).

Average daily usage in litres



Av. Daily Use:0 L/day
Av. Daily Cost: $3.05

Click for information on the Victorian Government's *Target Your Water Use* program.

Please contact us on 1300 363 200 if you have a concern about your sewer or water service. If we are unable to resolve your concern you can contact the Energy and Water Ombudsman (Victoria) on freecall 1800 500 509. Please refer to www.ewov.com.au for more information.



Coliban Water Invoice Details

WATER SERVICE FEE

Service	Size	Date From	Date To	Days	Rate per day	Amount

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

Conban Water Invoice Details

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000080816	20mm	08-10-2025	11-01-2026	96	$ 0.7618	$73.14

SEWERAGE SERVICE FEE

Service Number	Date From	Date To	Days	Rate per day	Amount
SP-000080816	08-10-2025	11-01-2026	96	$ 2.2896	$219.80

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73



Receive your bill electronically: You can now receive your bill electronically using BPAY View.
For more information on how to pay using BPAY View or BPOINT, visit our website.



Change of Address: If your postal address has changed, please contact us within 14 days.



Concessions: If you think you may be eligible for a concession please contact us:
Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible.
In contacting us, you can authorise us to confirm your eligibility with Centrelink or DVA.
If you consent, this consent is ongoing until you contact us to revoke it.



Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.



Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.

E = Estimated Reading

Estimated Reading: If you see an E beside your consumption fee, it means we've used an *estimated reading* to calculate the amount due. An *estimated reading* is used when we've been unable to access your meter. This may result in unbilled charges that we may recoup at a future date when an *actual reading* is obtained.
Want to check? You can send your contact details and a photograph of your current water meter reading to coliban@coliban.com.au or call us on **1300 363 200**, and we can complete a comparison or issue an adjusted bill at your request.

Interest Charges

Interest Charges If you have a balance owing past your payment due date, we reserve the right to apply interest (currently 5.7% p.a.) as permitted under our Customer Charters.
Interest will be applied in arrears for balances outstanding past the due date.

Interest will NOT be applied where you are in our Coliban Assist Plan, receiving a concession entitlement or on an agreed payment arrangement or bill smoothing program with Coliban Water.

HOW TO PAY

Direct Debit: Fill out an online form on our website or contact us.

BPAY/BPAY View: Contact your financial institution to pay from your savings or credit account.
Biller Code: 39156
Ref: 1000 0000 9596 3

Credit Card/Internet: Using BPoint
www.bpoint.com.au,
phone 1300 276 468 or 1300 BPO NT.
Biller Code: 39156
Account Number / Ref: 1000 0000 9596 3

In Person: Australia Post outlets.

Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.
Centrepay Reference Number: **555 057 363A**
Account Reference ID: **1000 0000 9596 3**

VICTORIA State Government

PAYMENT SLIP

Customer Number
C-00009596

Payment Reference Number
1000 0000 9596 3

Bill Amount
$1,250.52

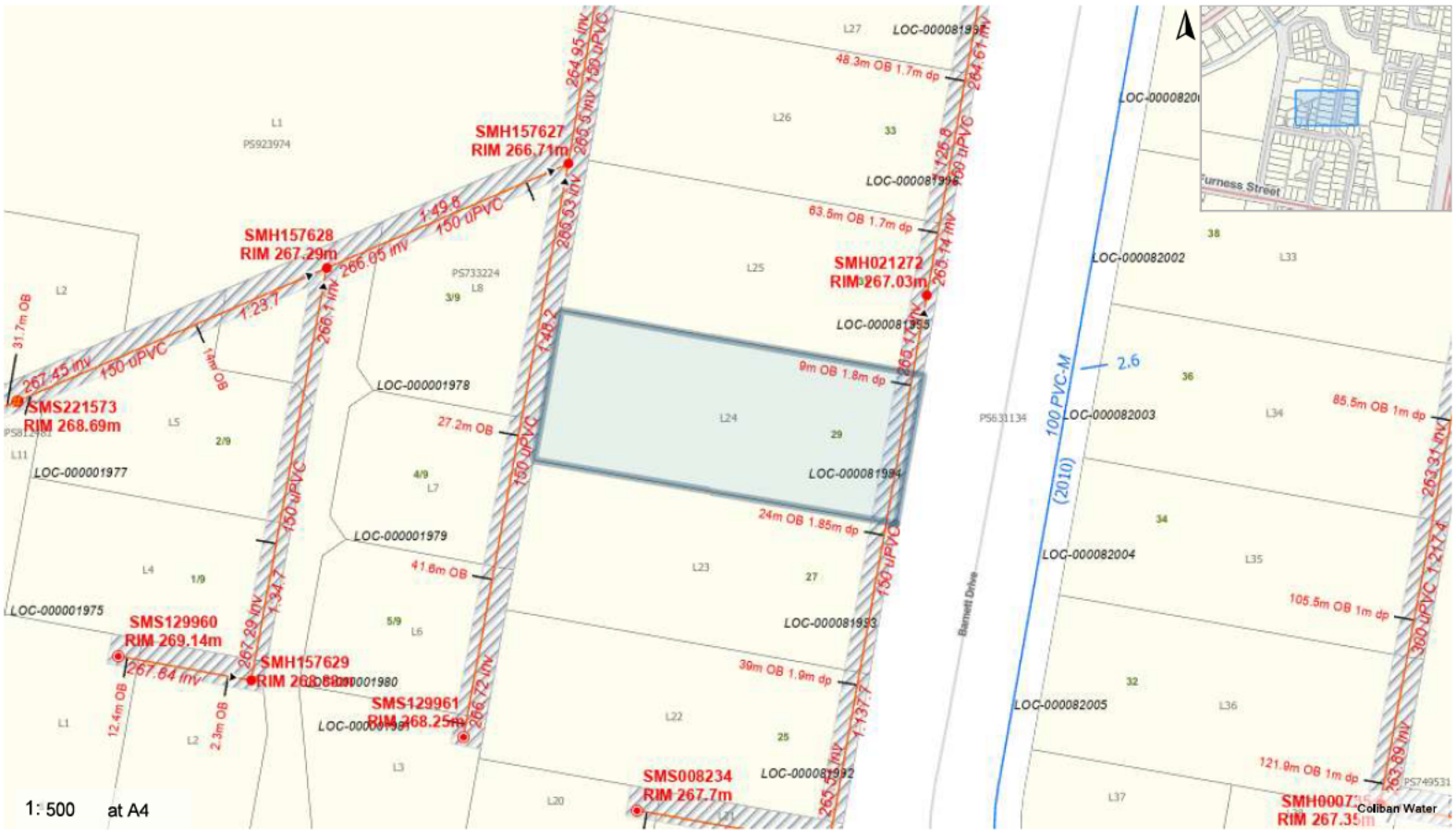
Due Date (Direct Debit in Place)
4 February 2026

Amount Being Paid

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

29 BARNETT DRIVE KANGAROO FLAT 3555

Date: 02/04/26



1: 500 at A4

Disclaimer: Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information in this document. Coliban Water further accepts no responsibility for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage which may arise directly or indirectly from reliance on the information in this document, whether or not that loss is caused by any negligence on the part of Coliban Water or its employees.

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

HISTORIC MINING ACTIVITY
Form No. 692

31 March, 2026

Property Information:

Address: 29 BARNETT DRIVE KANGAROO FLAT 3555

It is advised that:

Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content.
The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@deeca.vic.gov.au

Docusign Envelope ID: 11B3BEBB-1D1B-45EA-8DE4-CB067F56BB73

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property
29 Mundy Street,
Bendigo, VIC 3550

P: 03 5454 1999
E: reception@phproperty.com.au
ABN: 57121254500

PROPERTY

Residential Rental Agreement

for

29 Barnett Dr, Kangaroo Flat VIC 3555

This agreement is between [redacted]
and [redacted]

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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

Mon 23/09/2024

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

29 Barnett Dr, Kangaroo Flat VIC **Postcode** 3555

3. Rental provider details

Full name or company name of rental provider	[redacted]
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	WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property
Address	29 Mundy Street, Bendigo, VIC **Postcode** 3550
Phone number	03 5454 1999
ACN (if applicable)	
Email address	reception@phproperty.com.au

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

4. Renter details

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

Full name of **renter 1**	[redacted]
Current Address:	**Postcode**
Phone number:	[redacted]
Email:	[redacted]
Full name of **renter 2**	[redacted]
Current Address:	**Postcode**
Phone number:	[redacted]
Email:	[redacted]
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: Thu 26/09/2024 (this is the date the agreement starts and you may move in)

End date: Thu 25/09/2025

☐ 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.

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6. Rent

Rent amount($) (payable in advance)	560.00
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	Thu 26/09/2024

---

7. Bond

The Renter has paid 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($)	[redacted]
Bond lodgement date	[redacted]
Bond Lodgement No.	

Part B – Standard terms

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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)

[redacted]

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB: [redacted]
Account: [redacted]
Account name: [redacted]
Bank Reference: [redacted]

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 [redacted]
☐ No

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

(Renter to tick as appropriate)

Renter 1 ☑ Yes [redacted]
☐ No

Renter 2 ☑ Yes [redacted]
☐ 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	PH Property
Emergency phone number	03 5454 1999
Emergency email address	reception@phproperty.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.

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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.

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19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

Part E - Additional terms

31. Additional terms (if any)

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

1.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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**
    WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services (Ref: S.52 of the Residential Tenancies Act)**
    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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (including restrictions on operating a Business from the Premises, & or Short - Term Letting or Subletting without Prior Written Consent from the Rental provider)**
    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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.

38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.35 of the Residential Tenancies Act)**
    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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 specificed 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 (Ref: S.91 of the Residential Tenancies Act)** 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. WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys (Ref: S.54A of the Residential Tenancies Act)** 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.70 of the Residential Tenancies Act)**
    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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.62 of the Residential Tenancies Act)**
    The Renter shall notify WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 (Ref: S.72 of the Residential Tenancies Act)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property from time to time. Any dishonour fees will be recovered from the Renter. The Renter shall be responsible for any bank charges due to dishonoured cheques.
60. **Fees and Changes**
If the Renter fails to make a payment under the terms of this Agreement on or before the due date for payment and the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property incurs fees and/or charges as a consequence of that failure, the Renter must reimburse the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the Rental Provider and/or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to an authorised deposit taking institution, financier, service provider or contractor.
61. **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.
62. **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.
63. **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, WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property or their contractors.

64. **Rental Provider Repairs (Ref: S.68 & 68A of the Residential Tenancies Act)** 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property in writing.
65. **Urgent Repairs**
    The Renter acknowledges that WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours or after hours information service on 03 5454
    1999 or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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.
66. **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.
67. **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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property may impose reasonable conditions. It is not unreasonable for the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property to keep a pet at the Premises the Renter must complete and provide a pet request form.
68. **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
69. **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.

70. **Renter Notice (Ref: S.85 & 86 of the Residential Tenancies Act).** 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.
71. **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.
72. **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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
73. **No Set-Off (Ref: S.91Z & 211 of the Residential Tenancies Act)** 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.
74. **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.
75. **Window Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)** 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.
76. **Carpet Cleaning (Ref: S.27C & R.12 of the Residential Tenancies Act)**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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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.
77. **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.
78. **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 WWW.PHPROPERTY.COM.AU PTY

LTD trading as PH Property. 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.

79. **Change of Electronic Address**
The Rental Provider and the Renter must give immediate written notice to the Other Party and WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
80. **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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property but such notice shall only become effective on receipt by the Rental Provider or WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property.
81. **Furnishings - (if applicable to this Tenancy)**
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.
82. **Care for Furnishings (if applicable to this Tenancy) (Ref: S.72AA of the Residential Tenancies Act)**
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.
83. **Repair/Replacement of Furnishings (Ref: S.33 of the Residential Tenancies Act)** 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).
84. **Cost of Repairs/Replacements (Ref: S.33 of the Residential Tenancies Act)**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.
85. **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.
86. **Disclosure Statement** Copy of the Disclosure statement affecting the Premises are attached to this agreement.
87. **Assignment and Sub-Letting (Ref: S.81 & 84(3) of the Residential Tenancies Act)** 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 PH Property 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 PH Property 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 PH Property as agent to manage the Premises.

88. **Rental Provider Expenses (Renter Break Lease Fees & Obligations) (Ref: S.91Z & 211 of the Residential Tenancies Act)**
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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
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 re-let 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.

2.

Pet Clause - the rental provider agrees the renter can keep a at the property. the renter agrees that upon vacating they will be responsible for the pest control of fleas inside and outside of the property and to make good any holes and/or damage and repair any damage to lawns or landscaping caused by the said pets.

The renter agrees to have the curtains professionally cleaned and have any evidence of pet hair removed.

The renter agrees that should there be evidence of pet urine smells in the property it will be professionally treated or in extreme cases the carpet and underlay will be replaced in the affected areas. the renter also agrees they are liable for any damage to the property which may be caused by any of the said pets as mentioned above.

Renter Acknowledgement

1. *Himesha Gajanayaka viewed and acknowledged at Sun, 22/09/2024 17:57 from device: iOS 17.6 iPhone Google 334.0.674067880*
2. *Herath Gunarathna viewed and acknowledged at Fri, 20/09/2024 11:15 from device: Mac OS X 10.15.7 Mac Chrome 128.0.0*

3.

Assignment and Sub-Letting (Ref: S.81 & 84(3) of the Residential Tenancies Act) If during the term of the tenancy the people in occupation of the Premises change -

a. The Renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the PRIOR written consent of the Rental Provider. The Rental Provider may give the Renter notice to vacate of not less than 14 Days after the date in which the notice is given, if the Renter assigns or sub-lets the premises without consent
b. The Rental Provider / Agent must not demand or receive any fee or payment for the consent, except to reimburse the Rental Provider in full, with respect of any fees, costs, or charges incurred by the Rental Provider from the Agent / Agency in relation to the preparation of a written assignment of the agreement
c. The Rental Provider has agreed to accept, & will incur a Renter Transfer & Assignment Fee of $330.00 (incl. GST) in order to transfer a Renter within an existing agreement, with the expectation of being reimbursed 100% of this fee by the Renter
d. The Renter is required to Reimburse the Rental Provider the full amount, of the costs incurred, to reinstate the Tenancy to the same position
e. The Renter will be liable for payment of rent until the commencement date of the new Renter's Agreement, or their original Rent Agreement expiry / end date, whichever comes first
f. The Assignment / Transfer reimbursement requirement is only applicable during the First Fixed Term Rental Agreement

RTA 1997 - Sect 81 - Assignment and sub-letting by a Renter

RTA 1997 - Sect 84 -Residential Rental Provider cannot ask for a fee for giving consent

RTA 1997 - Sect 91ZV - Assignment and sub-letting without consent

4.

Renter Initiated Break of Lease within Fixed Term Agreement (Ref: - Additional term #88 - 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 WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property;
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 re-let 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.

Privacy Collection Notice

As professional property managers **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 5454 1999

Primary Purpose

As professional property managers, **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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, **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** 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 **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** privacy policy can be viewed without charge on the **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** website; or contact your local **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** office and we will send or email you a free copy.

Disclaimer

WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property 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. **WWW.PHPROPERTY.COM.AU PTY LTD trading as PH Property** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider's Agent

Rental Provider's Agent : **Gretel Hitchcock** on behalf of **Kylie Whatley and Cameron Whatley 1** (Rental Provider)

Gretel Hitchcock

Signed at Mon, 23/09/2024 08:15 , from device: Windows 10 Other Chrome 129.0.0

Renter(s)

[redacted]

[redacted]

AUDIT TRAIL

[redacted]

Sun, 22/09/2024 17:56 - [redacted] start' button to view the Residential Rental Agreement [redacted]

Sun, 22/09/2024 17:57 - [redacted] stamped saved signature the Residential Rental Agreement ([redacted])

Sun, 22/09/2024 17:57 - [redacted] submitted the Residential Rental Agreement ([redacted])

[redacted]

Fri, 20/09/2024 11:10 - [redacted] clicked 'start' button to view the Residential Rental Agreement [redacted]

Fri, 20/09/2024 11:15 - [redacted] stamped saved signature the Residential Rental Agreement ([redacted])

Fri, 20/09/2024 11:15 - [redacted] submitted the Residential Rental Agreement ([redacted])

[redacted]

Sun, 22/09/2024 17:58 - Invite sent to [redacted]

Mon, 23/09/2024 08:15 - [redacted] clicked 'start' button to view the Residential Rental Agreement

Mon, 23/09/2024 08:15 [redacted] submitted the Residential Rental Agreement

AGREEMENT END

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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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.

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