

DATED

2023

SHAGUN BHAKOO AND PARUL BHAKOO

to

CONTRACT OF SALE OF REAL ESTATE

Property: 15 EDGEWOOD Drive, Harkness VIC 3337

ADVANCED CONVEYANCING

Suite 8.10, Level 8, 365 Little Collins Street

MELBOURNE VIC 3000

Mob: 0404 570 666

Ref: MN:NL:MN233485

CONTRACT OF SALE OF LAND

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

CONTRACT OF SALE OF LAND

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2023

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2023

Print names(s) of person(s) signing: **SHAGUN BHAKOO and PARUL BHAKOO**

State nature of authority, if applicable:

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

PARTICULARS OF SALE

Vendor's estate agent

Harcourts Rata & Co

Of:

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Fax:

Ref:

Vendor

SHAGUN BHAKOO and PARUL BHAKOO

Vendor's legal practitioner or conveyancer

ADVANCED CONVEYANCING

Suite 8.10, Level 8, 365 Little Collins Street, Melbourne VIC 3000

Email: Info@advancedconveyancing.com.au

Mob: 0404 570 666

Ref: MN233485

Purchaser

Of

Email:

Mob:

Purchaser's legal practitioner or conveyancer

Of:

Email:

Tel:

Mob:

Fax:

Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11268 Folio 375	852	PS 634062R

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 15 EDGEWOOD Drive, Harkness VIC 3337

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price \$

Deposit \$ by (of which has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

- the above date; 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*: Please refer to the lease agreement as attached.

(*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 / /20... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

This contract does not include any special conditions unless the box is checked. If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

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 ACCEPTANCE OF TITLE

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

EC

2 ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.

2.2 A party must immediately give written notice by email if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2.3 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*.

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation. The purchaser must anticipate the PEXA workspace created by the vendor to proceed with settlement.

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

2.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 The vendor must before settlement:

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

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator.

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3 PLANNING SCHEMES

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

4 NO REPRESENTATIONS

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein, and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

5 PAPER SETTLEMENT

If Vendor's representative needs to do paper settlement under Purchaser's representative request, the admin fee of \$350 will be charged to the Purchaser.

6 DWELLING

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

7 DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

8 AUCTION

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

9 GUARANTEE

If a company purchases the property:

(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

(b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

10 FIRB APPROVAL

10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

10.3 This warranty and indemnity do not merge on completion of this contract.

11 CONDITION OF PROPERTY

11.1 The property and any chattels are sold:

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

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

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

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

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

12 DEFAULT NOT REMEDIED

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
- (c) Accommodation and/or storage expenses necessarily incurred by the Vendor.
- (d) Costs and expenses as between the Vendor's Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be \$900.00 (plus GST).
- (e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

13 LAND TAX

13.1 The Purchaser acknowledges and agrees that:

- (a) if the Purchaser is in breach of this Contract by not completing this Contract on the

Settlement Date; and

(b) if as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (Settlement Year); then

(c) the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and

(d) the additional tax which the Vendor will incur in accordance with this special condition (Additional Land Tax) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

13.2 If special condition 13.1 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor on account of the Additional Land Tax an amount equal to 0.2% of the Price of the property (Amount Paid).

13.3 The parties agree that if the Additional Land Tax as assessed by the Commissioner of State

Revenue is:

(a) less than the Amount Paid, the Vendor must refund the difference to the Purchaser; or

(b) more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.

13.4 The Vendor acknowledges that:

(a) it is liable and responsible for payment of land tax chargeable on the Property until the date upon which the Purchaser becomes entitled to possession; and

(b) subject to special condition 13.1, it must pay any such land tax assessed to the Vendor within the time limit specified in the assessment notice.

14 LOAN

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution(not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

15 RESCHEDULED SETTLEMENT

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or requests the Vendor's representative to seek instruction from the vendor to change the settlement date or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 for additional costs and disbursements.

16 SWIMMING POOL OR SPA

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees:

a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws;

b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

17 STATEMENT OF ADJUSTMENTS

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 7 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving the Statement of Adjustments.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

5.1 The purchaser buys the property subject to:
(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
(b) any reservations, exceptions and conditions in the crown grant; and
(c) any lease or tenancy referred to in the particulars of sale.

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

6 VENDOR WARRANTIES

6.1 The warranties in general conditions 6.2 and 6.3 replace the purchaser’s right to make requisitions and inquiries.

6.2 The vendor warrants that the vendor:
(a) has, or by the due date for settlement will have, the right to sell the land; and

- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.3 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.

6.4 The warranties in general conditions 6.2 and 6.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.

6.6 Words and phrases used in general condition 6.5 which are defined in the Building Act 1993 have the same meaning in general condition 6.5.

7 IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8 SERVICES

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

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

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

11 RELEASE OF SECURITY INTEREST

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

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

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
- (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

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

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

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

- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

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

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

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

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

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

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
(b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.

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

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

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

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

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

13.5 The purchaser is taken to have accepted the vendor's title if:
(a) 21 days have elapsed since the day of sale; and
(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:
(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
(b) the objection or requirement is not withdrawn in that time.

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

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

Money

14 DEPOSIT

14.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:
(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
(c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.

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

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

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

14.7 Payment of the deposit may be made or tendered:
(a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15 DEPOSIT BOND

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

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

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

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

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

- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16 BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17 SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18 ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic

Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract. 19.7 In this general condition:

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

20 LOAN

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

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

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

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

21 BUILDING REPORT

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

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

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

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

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

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

22 PEST REPORT

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

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

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

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

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

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

23 ADJUSTMENTS

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

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

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

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

25 GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must: (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and (b) ensure that the representative does so.

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser’s obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000. 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

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

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

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

29 INSPECTION

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

30 TERMS CONTRACT

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

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

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

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

- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
 - (i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

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

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

GUARANTEE and INDEMNITY

I/We, of

and..... of

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

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

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

this day of 2023

SIGNED by the said)

Print Name:)

.....
Director (Sign)

in the presence of:)

Witness:)

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

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	15 EDGEWOOD DRIVE, HARKNESS VIC 3337
-------------	--------------------------------------

Vendor's name	SHAGUN BHAKOO	Date	/ /
Vendor's signature	_____		
Vendor's name	PARUL BHAKOO	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$7,000.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- 9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

Subdivision Act 1988.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

As attached.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11268 FOLIO 375

Security no : 124109876609G
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LAND DESCRIPTION

Lot 852 on Plan of Subdivision 634062R.
PARENT TITLE Volume 11268 Folio 321
Created by instrument PS634062R 04/05/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SHAGUN BHAKOO
PARUL BHAKOO both of 15 EDGEWOOD DRIVE MELTON WEST VIC 3337
AM459150T 08/01/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT911482M 24/12/2020
WESTPAC BANKING CORPORATION

COVENANT AK169318P 05/02/2013

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

AGREEMENT Section 173 Planning and Environment Act 1987
AD309260E 14/12/2004

AGREEMENT Section 173 Planning and Environment Act 1987
AG674256C 05/08/2009

DIAGRAM LOCATION

SEE PS634062R 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: 15 EDGEWOOD DRIVE HARKNESS VIC 3337

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 24/12/2020

DOCUMENT END



Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	14
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Form 13



AD309260E



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:JYM:LGC:5100032 **Customer Code:** 1167E

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

Land: Volume 9973 Folio 707, Volume 3549 Folio 636 and Volume 10538 Folio 042

Authority: Melton Shire Council of 232 High Street, Melton

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

A copy of the agreement is attached to this application

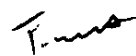
Signature for the Authority: 

Name of officer: Steve Finlay

Office held: Town Planning Co-ordinator

Date: 14th December 2004

[5100032/TGM/M0359487:1]


14 DEC 2004





Maddocks

Date *22 Nov 2004*

AD309260E

14/12/2004 \$90 173



Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: No. 215 – 317 Bulmans Rd and 291 – 345 Harkness Road, Melton
West.

Melton Shire Council
and

Melrose Land Sales Pty Ltd
ACN 050 583 483
and

Western Hi-Way Investments Pty Ltd
ACN 102 989 971



AD309260E-2-0

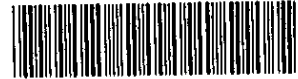
Affiliated offices
Adelaide, Brisbane, Colombo, Dubai,
Hong Kong, Jakarta, Kuala Lumpur,
Manila, Mumbai, New Delhi, Perth,
Singapore, Sydney, Tianjin

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AD309260E

14/12/2004 \$90 173



DAD309260E-3-8

Agreement under Section 173 of the Planning and Environment Act 1987

DATE 22 / 11 / 2004

BETWEEN

MELTON SHIRE COUNCIL
of 232 High Street, Melton



(Council)

AND

MELROSE LAND SALES PTY LTD ACN 050 583 483
of 43 Tullamarine Park Road, Tullamarine

AND

WESTERN HI-WAY INVESTMENTS PTY LTD ACN 102 989 971
c/- ASE Secretarial Services, Unit 2, 944 Glenhuntly Road, Caulfield South

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Owner has applied for a planning permit to authorise the subdivision of the Subject Land and Council has identified certain infrastructure requirements that will arise at least in part as a result of the subdivision of the Subject Land.
- D. The parties have agreed to execute this Agreement which requires the Owner to make certain payments by way of development contributions for the Subject Land and to provide certain land in lieu of making financial payments.
- E. As at the date of this Agreement, the Subject Land is encumbered by mortgages nos. AD058204L and AD172487G in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. As at the date of this Agreement, part of the Subject Land is subject to a caveat No. AD253517A. The Caveator has consented to the Owner entering into this Agreement with respect to the Subject Land.
- G. The parties enter into this Agreement
 - (a) to identify the infrastructure obligations of the Owner; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

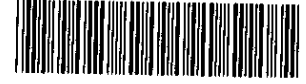




DAD309260E-5-4

AD309260E

14/12/2004 \$90 173



THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

Curry Land means the land on the east side of Bulmans Road opposite the Subject Land which is owned (inter alia) by Ronald Curry and which is also proposed to be subdivided for residential development.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

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

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

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

Subject Land means the land situated at 215 – 317 Bulmans Road and 291 – 345 Harkness Road, Melton West and more particularly being the land referred to and described in Certificates of Title Volume 9973 Folio 707, Volume 3549 Folio 636 and Volume 10538 Folio 042 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Subdivision Plan means any plan lodged as a supporting document to a planning permit application seeking the subdivision of the Subject Land.

Residential Lot means a lot which by virtue of its size and dimensions, is intended for final use as a home site.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

AD309260E

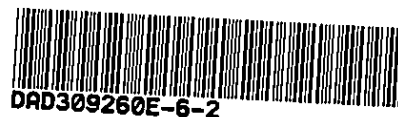


The Owner agrees that:

Monetary Infrastructure Contributions

- 3.1 it must pay to Council the amount of \$1088 as a development contribution in respect of each Residential Lot prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;
- 3.2 as an alternative to the payment of the amount referred to in clause 3.1 in respect of each Residential Lot, the Owner may satisfy and discharge the Owner's obligations under that clause by either:
 - 3.2.1 paying to Council the amount of \$1,546,053¹ prior to the issue of a Statement of Compliance in respect of any plan of subdivision concerning the Subject Land; or
 - 3.2.2 before the issue of a Statement of Compliance which creates the 500th Residential Lot, designing and constructing a community facility to Council's satisfaction to the value of \$1,500,000 and paying to Council the amount of \$46,053.
- 3.3 it must pay to Council a contribution towards public open space by paying \$254 in respect of each Residential Lot such payment being made prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;
- 3.4 as an alternative to the payment of the contribution in the manner referred to in clause 3.3, the Owner may satisfy and discharge the Owner's obligations under that clause by paying to Council the amount of \$362,000 prior to the issue of a Statement of Compliance in respect of any plan of subdivision concerning the Subject Land;

¹ \$1088 multiplied by total amount of approved lots ie 1420 lots



Further road infrastructure contributions

- 3.5 it must pay to Council the amount of \$1073 as a further development contribution in respect of each Residential Lot prior to Council being required to issue a Statement of Compliance in respect of any plan of subdivision containing that Residential Lot;
- 3.6 as an alternative to the payment of the amount referred to in clause 3.5 in respect of each Residential Lot, the Owner may satisfy and discharge the Owner's obligations under that clause by paying to Council the amount of \$1,523,743 prior to the issue of a Statement of Compliance in respect of any plan of subdivision concerning the Subject Land;
- 3.7 the amounts of the development contributions set out in clause 3.1 to 3.6 above:
 - 3.7.1 are exclusive of any Goods and Services Tax (GST) payable on the amount, for which the Owner will be liable if such GST is payable; and
 - 3.7.2 will, after one year from the date of this Agreement, and after every period of one year thereafter, be adjusted in accordance with movements in the Buildings Materials Index for Buildings other than Dwellings published by the Australian Bureau of Statistics or if that index is not in existence a similar index between the date of this Agreement and the date of the issue of a Statement of Compliance in respect of the relevant stage subdivision of the Subject Land
- 3.8 if the amounts referred to in clause 3.1 to 3.6 are not paid by the time specified, the amount payable will accrue interest from the day the amount became due at the rate prescribed under section 227A of the *Local Government Act 1989* until the amounts are paid;

Land Contribution

- 3.9 the Owner will set aside the following parcels of land in the Subdivision Plan, namely:
 - 3.9.1 a lot comprising 8 hectares for the purpose of two playing fields
 - 3.9.2 a lot comprising 8000 square metres for the purpose of a community facility;
 - 3.9.3 a lot comprising 2 hectares for the purpose of tennis courts;
 - 3.9.4 a lot comprising 1 hectare as a local park;
 - 3.9.5 a lot comprising 1 hectare as linear open space along Arnolds Creek; and
 - 3.9.6 a lot comprising .9 hectare for the purpose of a conservation reserve;
- 3.10 the land contributions described in clause 3.9 of this Agreement will be provided to Council by identifying them as reserves for local government purposes on any plan of subdivision in respect of the Subject Land so as to vest in Council upon the registration of the relevant plan of subdivision; and



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14/12/2004 \$90 173





Roads Contributions

- 3.11 In addition to the various contributions described in clause 3.1 to 3.11 of this Agreement the Owner will:
 - 3.11.1 before the issue of a Statement of Compliance which creates the 250th Residential Lot construct Bulmans Road from the southern most point of the Subject Land northwards for a distance of 630 metres with curb and channel to the standard described in Schedule 1 to this Agreement to the satisfaction of Council;²
 - 3.11.2 before the issue of a Statement of Compliance which creates the 250th Residential Lot construct a roundabout at the intersection of Bulmans Road and Centenary Avenue to a standard and specification which is to the satisfaction of Council in accordance with engineering plans approved by Council;
 - 3.11.3 before the issue of a Statement of Compliance which creates the 250th Residential Lot construct a roundabout at what will be a new cross intersection providing access to the Curry Land and to the Subject Land to a standard and specification which is to the satisfaction of Council in accordance with engineering plans approved by Council;
 - 3.11.4 before the issue of a Statement of Compliance which creates the 1100th Residential Lot, construct the Harkness Rd frontage to the Subject Land with curb and channel to the standard described in Schedule 1 to this Agreement to the satisfaction of Council; and
 - 3.11.5 before the issue of a Statement of Compliance which creates the 1100th Residential Lot construct a roundabout at the intersection of the proposed main collector road and Harkness Rd intersection to a standard and specification, which is to the satisfaction of Council in accordance with engineering plans approved by Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or

² The Curry Land on the east side of Bulmans Road has or will have a similar requirement to complete the construction of the carriageway to an urban standard in accordance with what is described in Schedule 1.



DAD309260E-9-7

procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

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

5. COUNCIL'S ACKNOWLEDGMENTS

Council acknowledges and agrees that:

- 5.1 the contribution made by the Owner under clause 3.2.2 of this Agreement will be held in trust by Council and contributed towards the construction of two sporting pavilions and tennis courts, prior to the issue of the Statement of Compliance of which creates the 500th lot; and
- 5.2 2.9 hectares of the land contributed pursuant to clause 3.9 of this Agreement will be credited towards the satisfaction of any obligation imposed or that might be imposed upon the Owner to make a contribution towards open space under section 18(1) of the *Subdivision Act 1988*;

6. AGREEMENT UNDER SECTION 173 OF THE ACT

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

7. OWNER'S WARRANTIES

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

8. SUCCESSORS IN TITLE

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

- 8.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by the terms of this Agreement.

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14/12/2004 \$90

173



DAD309260E-10-4

9. GENERAL MATTERS

9.1 Notices

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

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

9.2 Service of Notice

A notice or other communication is deemed served:

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

AD309260E

14/12/2004 \$90 173



9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of Council's Powers

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

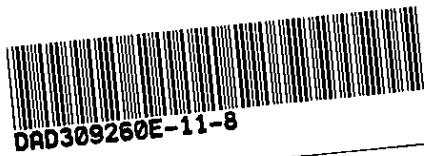
10. COMMENCEMENT OF AGREEMENT

This Agreement commences upon the issue of a permit for the subdivision of the Subject Land.

11. ENDING OF AGREEMENT

- 11.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from Council to that effect.

- 11.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage of the Subject Land, provided the Owner has fulfilled all of the obligations of this Agreement relating to that stage to the satisfaction of Council, Council will, at the request and expense of the Owner, prepare and execute an application pursuant to section 183(2) of the Act to enable this Agreement to be removed from the Certificate of Title(s) to every lot within that stage of the Subject Land.





DAD309260E-12-1

SCHEDULE 1

Description of the standard of construction of Bulmans Road

The frontage of the Subject Land to Bulmans Road to be constructed of to an urban standard, including curb and channel, underground drainage and a carriageway width of 7m, invert to invert.

Description of the standard of construction of Harkness Rd

The frontage of Harkness Road to the Subject Land to be constructed to an urban standard, including curb and channel, underground drainage and a carriage way width of 7m invert to invert.

SCHEDULE 2

The contribution is towards:

- Bulmans Road Duplication (\$566 per Residential Lot)
- Harness Road upgrade – 1.3km rural seal - (\$274 per Residential Lot)
- Roundabout at Bulmans Road and High Street (\$26 per Residential Lot)
- Upgrade of Coburns Road (\$205 per Residential Lot)

AD309260E

14/12/2004 \$90 173



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

THE COMMON SEAL OF THE MELTON SHIRE COUNCIL was hereunto affixed in the presence of:

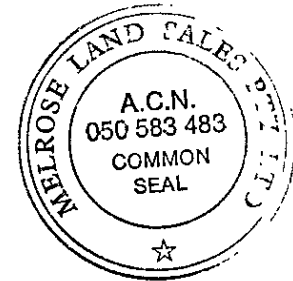


[Handwritten signature]
.....
[Handwritten signature]
.....

Councillor

Chief Executive Officer

THE COMMON SEAL of MELROSE LAND SALES PTY LTD ACN 050 583 483 was affixed in the presence of authorised persons:



[Handwritten signature]
.....

Director

PEI GUAN JONG

Full name

2040-2060 HUME HIGHWAY, CAMPBELLFIELD 3061

Usual address

[Handwritten signature]
.....

Director (or Company Secretary)

PUI CHING WONG

Full name

2040-2060 HUME HIGHWAY, CAMPBELLFIELD 3061

Usual address

THE COMMON SEAL of WESTERN HI-WAY INVESTMENTS PTY LTD ACN 102 989 971 was affixed in the presence of the authorised person:



[Handwritten signature]
.....
COH LIAPIS

Sole Director and Sole Company Secretary

Full name

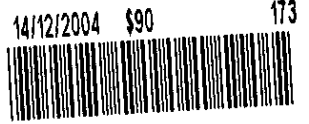
1815 WESTERN HWY
DEERPARK 3023.

Usual address

AD309260E



AD309260E



Mortgagees' Consents

Australia and New Zealand Banking Group Limited as Mortgagee of registered mortgage No. AD172487G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

The International Commercial Bank of China Co. Ltd as Mortgagee of registered mortgage No. AD058204L consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signature



Caveator's Consent

Melrose Land Sales Pty Ltd ACN 050 583 483 as Caveator of registered caveat No. AD253517A consents to the Owner entering into this Agreement.

THE COMMON SEAL of MELROSE LAND SALES PTY LTD ACN 050 583 483 was affixed in the presence of authorised persons:



Signature

Director

PEI GUAN SONG

Full name

2040-2060 HUME HIGHWAY, CAMPBELL FIELD 3061

Usual address

Signature

Director (or Company Secretary)

PUI CHING WONG

Full name

2040-2060 HUME HIGHWAY, CAMPBELL FIELD 3061

Usual address

To the Registrar of Titles
Please register SECTION 173
And on completion Issue Certificate of
Title to Gadens Lawyers.

Per *Signature*
Gadens Lawyers 027C
Current Practitioners within the meaning
Of the Legal Practice Act 1996 for the
Mortgagee:

AUSTRALIA + NEW ZEALAND BANKING
GROUP LIMITED



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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code:

NATIONAL AUSTRALIA BANK LIMITED S
852309477 (477)

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MADE AVAILABLE/CHANGE CONTROL

Office Use Only

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) 11268
Certificate of Title Volume 41282 Folio 375 *of 5/2/13*

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

All its estate in fee simple

Consideration:

\$137,000.00

Transferor: (full name)

MELROSE LAND SALES PTY LTD A.C.N 050 583 483

Transferee: (full name and address including postcode)

THE EXCLUSIVE GROUP (VIC) PTY LTD A.C.N. 066 560 818 of 399 PAYNES ROAD ROCKBANK 3335

Directing Party: (full name)

nil

Creation and/or Reservation of easement and/or Covenant

AND the said transferees with the intent that the burden of this Covenant shall be attached to and run at law in equity with every Lot hereby transferred DO HEREBY for themselves their transferees administrators executors and assignees and as separate covenant jointly and severally COVENANT with the said transferor and other the registered proprietors for the time being of every lot on the said Plan of Subdivision or any part or parts thereof other than the lot hereby transferred:

Approval No. 1538108A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY
Original
Stamped with \$3,290.00
Doc ID 2968351, 17 Jan 2013
SRO Victoria Duty, JXM7

T2

Page 1 of 4

Signed

Cust. Code



Anstat Pty Ltd

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This is page 2 of T2 transfer between MELROSE LAND SALES PTY LTD A.C.N 050 583 483 AND THE EXCLUSIVE GROUP (VIC) PTY LTD A.C.N. 006 560 818

- 1 That the said Transferee shall not without first obtaining the consent in writing of the said Transferor erect or cause or permit to be erected or remain erected on the land hereby sold or any part thereof;
 - (a) any building other than one single private residence or dwelling house together with usual outbuildings on the land save for any lot which has been allocated for dual occupancy or subdivision purposes;
 - (b) a dwelling house having a habitable area of not less than 140sq metres in area where the allotments is 501sq metres or more in size or a dwelling house having a habitable area of not less than 100 sq metres where the allotment is 500 sq metres or less in size excluding garages, verandahs, pergolas, carports or outbuildings;
 - (c) a dwelling house that has any external walls comprising less than 50% brick, brick veneer, stone, masonry or timber. The use of fibre cement sheeting, galvanized iron, zincalume or coated steel cladding, concrete blocks or un-rendered cement sheeting for any external walls is prohibited;
 - (d) a dwelling house that has any outbuilding constructed of a material other than brick, brick veneer or colourbond;
 - (e) a dwelling house that has any metal surfaces including but not limited to guttering or external drainpipes, which are made of non-painted surfaces;
 - (f) a dwelling house that has any external wall or feature painted a vibrant primary colour;
 - (g) a dwelling house that uses non-reflective glass in any external wall or window;
 - (h) a dwelling house that has a roof constructed of any material other than concrete or terra cotta tiles, colourbond or slate;
 - (i) a dwelling house that has any plumbing visible from any boundary or the land hereby transferred. All plumbing and drainage shall be concealed excluding downpipes;
 - (j) a dwelling house that has a garage which is not identical to the design of the main roofline of the dwelling or which is not constructed of the same materials as the dwelling. Any garage shall accommodate at least two passenger vehicles other than lots designed for terrace dwellings;
 - (k) a dwelling house that has any side or rear boundary fence constructed of any material other than brush, brick or timber paling with a maximum height of 1.8 metres and which does not extend past the front of the dwelling or garage. Any such paling fence must be timber capped with timber posts exposed to both sides of the fence. A corner lot with two street frontages may have the fences facing the street constructed of brick, timber picket, painted tubular steel or wrought iron;
 - (l) a dwelling house that has any fence forward of the dwelling of less than 0.9 metres or more than 1.5 metres in height;

Approval No. 1538108A

T2

Page 2 of 4

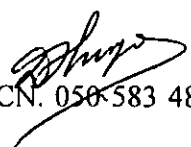


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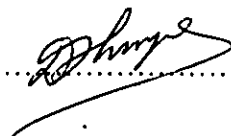
This is page 3 of T2 Transfer between MELROSE LAND SALES PTY LTD A.C.N. 050 583 483 AND THE EXCLUSIVE GROUP (VIC) PTY LTD A.C.N. 006 560 818

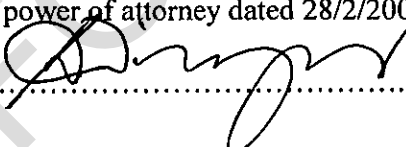
- (m) a dwelling house that has a driveway which is not constructed of either brick or stone pavers, stamped patterned or brushed coloured concrete, which driveway shall be completed prior to occupation of the dwelling.
 - (n) A dwelling house that contains any advertisement, hoarding, sign or similar structure erected on the land or which allows any part of the building erected on the land to be used to display any advertisement sign or notice save for a "For Sale" sign, which sign may only be erected upon the commencement of construction of a dwelling house on the said lot;
 - (o) A dwelling house that contains any area at the front of the land hereby transferred to remain unlandscaped for a period of not more than 12 months from issue of the Certificate of Occupancy in regard to the dwelling thereon;
 - (p) A dwelling house that does not provide adequate screening of any television antennae, solar hot water unit, air conditioning or heating unit, satellite dish or water tank such that any structure is obscured from view from any street or public space;
 - (q) A dwelling house that is used for the purposes associated with the sale and marketing of houses or as a display home without the transferors written consent;
 - (r) A dwelling house that has any building having a minimum building setback of 4 metres to a maximum setback of 5 metres where the allotment size is 500sq metres or less and a minimum building setback of 4.5m to a maximum building setback of 5.5 m where the allotment size is 501 sq metres or more;
2. The transferee will not at any time park or store on or without the lot any vehicle having a carrying capacity of 1.5 tonnes or more or any boat, caravan or trailer in such a way as to be visible from any street or lot on Plan of Subdivision No. 634062R.
 3. The transferee shall commence construction of the dwelling house on the land hereby transferred within 2 years of the of the transferee becoming the registered proprietor of the land hereby transferred, or such later date as may be agreed upon by the transferor;

AND IT IS INTENDED that this Covenant shall appear as an encumbrance effecting the same and every part thereof on the Certificate of title to be issued in respect of the lot hereby transferred and further that the Covenant shall further run at law.

Dated: 11/12/2012

EXECUTED BY MELROSE LAND SALES PTY LTD)
A.C.N 050 583 483 by being signed by its attorney Deepak Dhingra)
pursuant to power of attorney dated 28/2/2007 in the presence of:)



Witness: 

AK169318P

Approval No. 1538108A

05/02/2013 \$465 45


T2

Page 3 of 4



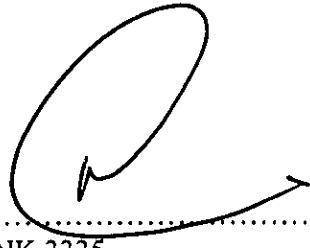
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This is page 4 of T2 Transfer between MELROSE LAND SALES PTY LTD A.C.N. 050 583 483 AND THE EXCLUSIVE GROUP (VIC) PTY LTD A.C.N. 006 560 818

EXECUTED BY THE EXCLUSIVE GROUP (VIC)
PTY LTD A.C.N 006 560 818 BY THE PERSON
AUTHORISED TO SIGN FOR THE COMPANY:



SOLE DIRECTOR AND SOLE COMPANY SECRETARY:.....
EDWARD CARUANA OF 399 PAYNES ROAD ROCKBANK 3335

INFORMATION ONLY

AK169318P

Approval No. 1538108A

05/02/2013 \$465 45


T2

Page 4 of 4



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Section 181

APPLICATRIION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged by: **MIRABELLI, D'ORTENZIO & CO.**
 Solicitors
 Name: Suite 2, 23 Louis Street
 Phone: Airport West, Vic. 3042
 Address:
 Ref: Customer Code: 38907

Privacy Collection Statement
 The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victoria Land Registry.

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

Land: Certificate of Titles Volume 9973 Folio 707 ^{AND}
~~Volume 3509 Folios 636 & Volume 10538 Folio 042~~
a. VOLUME 11086 FOLIOS 120, 119, 121, 122, 123 & 124. *cc*

Authority: Melton Shire Council
 232 HIGH STREET MELTON. *a.*

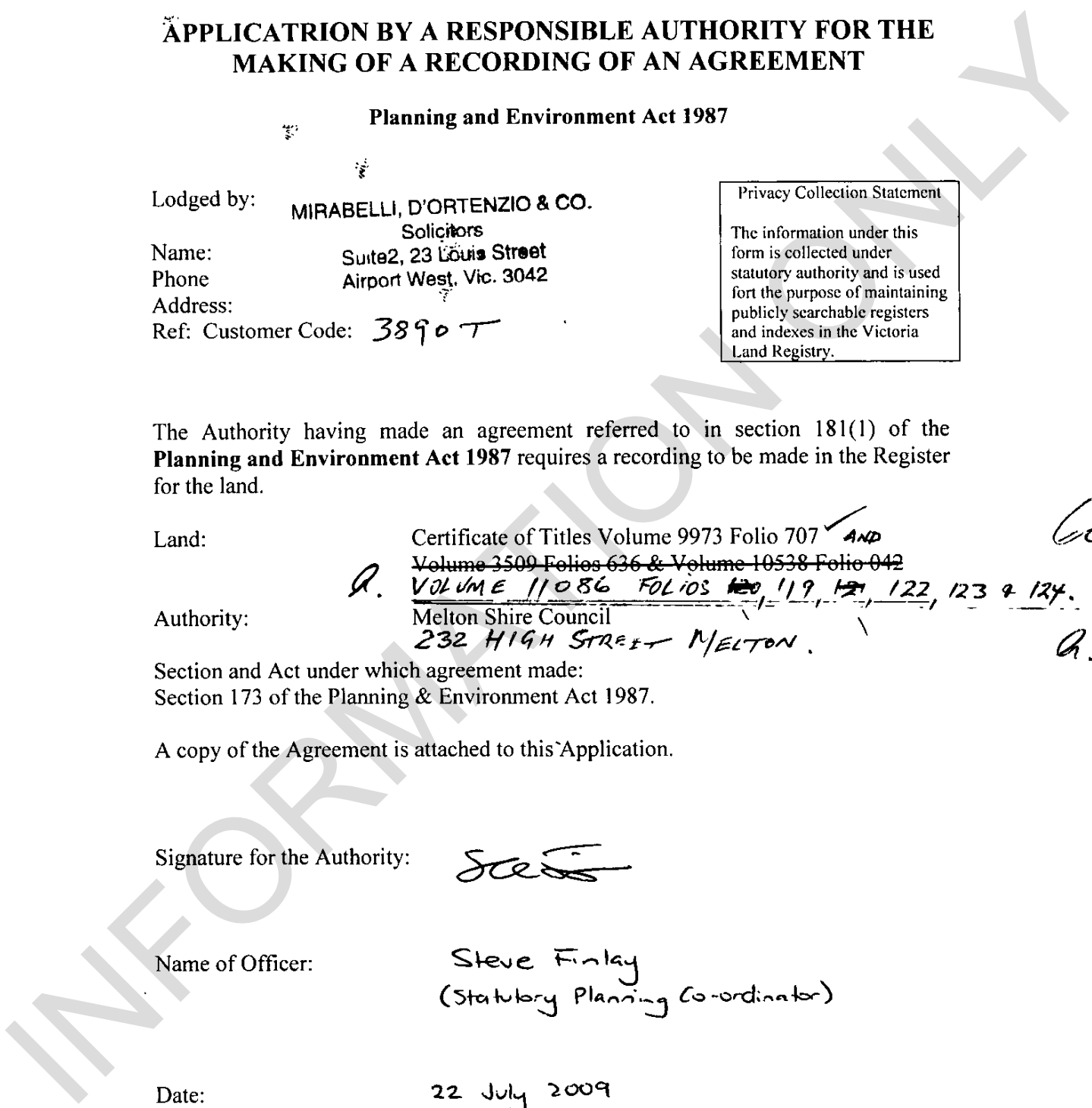
Section and Act under which agreement made:
Section 173 of the Planning & Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature for the Authority: *[Signature]*

Name of Officer: Steve Finlay
(Statutory Planning Co-ordinator)

Date: 22 July 2009



DATED the 22nd day of June

2009

MELTON SHIRE COUNCIL
of 232 High Street, Melton
(hereinafter called "the Council")

AG674256C



AND

MELROSE LAND SALES PTY. LTD.
A.C.N. 050 583 483
of 43 Tullamarine Park Road, Tullamarine
(hereinafter called "the Owner")

AGREEMENT

Mirabelli, D'Ortenzio & Co.
Solicitors & Attorneys
Suite 2
23 Louis Street
AIRPORT WEST VIC 3042

Telephone: (03) 9338 8511
Facsimile: (03) 9330 2692
Reference: DDO:TM:084690

DATED the 22nd day of June

2009

MELTON SHIRE COUNCIL
of 232 High Street, Melton
(hereinafter called "the Council")

AG674256C



AND

MELROSE LAND SALES PTY. LTD.
A.C.N. 050 583 483
of 43 Tullamarine Park Road, Tullamarine
(hereinafter called "the Owner")

AGREEMENT

Mirabelli, D'Ortenzio & Co.
Solicitors & Attorneys
Suite 2
23 Louis Street
AIRPORT WEST VIC 3042

Telephone: (03) 9338 8511
Facsimile: (03) 9330 2692
Reference: DDO:TM:084690

This Agreement is made the 22 day of June

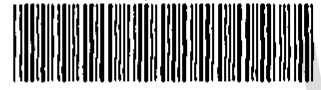
2009

BETWEEN:

MELTON SHIRE COUNCIL
of 232 High Street, Melton
(hereinafter called "the Council")

AG674256C

05/08/2009 \$102.90 173



AND

MELROSE LAND SALES PTY. LTD.
A.C.N. 050 583 483
of 43 Tullamarine Park Road, Tullamarine
(hereinafter called "the Owner")

ONLY

RECITALS

- A. The owner having applied for a Planning Permit to authorize the subdivision of the subject land and Council having identified certain infrastructure requirements that will rise at least in part as a result of the subdivision of the subject land. The Council as the responsible authority pursuant to the *Planning & Environment Act 1987* entered into an agreement under Section 173 of the said act with the Owner as the registered proprietor of the subject land and such agreement bearing date 22nd November 2004.
- B. The said Section 173 Agreement has been duly registered on the title of the subject land, namely 215-317 Bulmans Road and 291-345 Harkness Road, Melton West and more particularly described in Certificates of Title Volume 9973 Folio 707, Volumes 3549 Folio 636 and Volume 10538 Folio 042. The subject land now being Volume 9973 Folio 707 and Volumes 11086 Folio 119, ~~120, 121,~~ 122, 123 and 124.
- C. That pursuant to the said Section 173 Agreement the owner agreed pursuant to the Clause 3.11.1 and 3.11.3 of the said agreement that:-
 - "3.11.1 Before the issue of a Statement of Compliance which creates the 250th residential lot construct Bulmans Road from the southern most point of the subject land northwards for a distance of 630 metres with kerb and channel to the standard described in Schedule 1 of the agreement to the satisfaction of the Council.

3.11.3 Before the issue of a Statement of Compliance which creates the 250th residential lot construct a round about at what will be a new crossing intersection providing access to the Curry Land and to the subject land to a standard and specification which is to the satisfaction of council in accordance with engineering plans approved by Council."

D. That the parties hereto have agreed to and wish to add the following agreed arrangements relating to the terms of the said 173 Agreement as hereinafter set out.

NOW THIS DEED witnesseth that:-

1. Notwithstanding the provisions contained in Clauses 3.11.1 and 3.11.3 of the Section 173 Agreement Council agrees that –

(a) The construction of Bulmans Road from the Southern most point of the subject land northwards for a distance of 630 metres with kerb and channel may be deferred to a date being the day prior to the owner seeking a Statement of Compliance for the Plan of Subdivision containing the 650th residential lot in Arnolds Creek Subdivision or prior to the 30th August 2010 or prior to seeking a Statement of Compliance for lots in phase three of the subdivision whichever occurs first.

(b) That the construction of the second roundabout on Bulmans Road may be deferred to a date being the day prior to the owner seeking Statement of Compliance for the Plan of Subdivision containing the 650th residential lot in the Arnolds Creek Subdivision or prior to the 30th August 2010 or prior to seeking a Statement of Compliance for lots in phase three of the subdivision whichever occurs first.

2. Before the issue of a Statement of Compliance which creates the 650th residential lot or seeking a Statement of Compliance for lots in phase three of the subdivision or prior to the 30th August 2010 whichever event occurs first the owner agrees that it will complete the construction of the second roundabout at what will be a new cross intersection providing access to the Curry Land and to the subject land to a standard and specification which is to the satisfaction of Council in accordance with engineering plans approved by Council.



- 3. In all other respects the parties hereto acknowledge and confirm the terms of the Section 173 Agreement entered into on the 22nd February 2004.
- 4. The parties agree that the terms of this Agreement shall be binding on their successors and title executors, administrators, transferees and assigns.

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

THE COMMON SEAL of MELTON SHIRE COUNCIL was hereunto affixed in the presence of Council Chief Executive Officer:



Peruta G

Councillor

[Signature]

Chief Executive Officer

THE COMMON SEAL of MELROSE LAND SALES PTY. LTD. A.C.N. 050 583 483 was hereunto affixed in the presence of its



[Signature]

Director:

Full Name: *PEI GUAN SONG*
Usual Address: *2060 Home Highway Campbellfield*

Secretary: *[Signature]*

Full Name: *PEI CHING WONG*
Usual Address: *2060 Home Highway Campbellfield*

AG674256C

05/08/2009 \$102.90 173





Imaged Document Cover Sheet


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

Document Type	Plan
Document Identification	PS634062R
Number of Pages (excluding this cover sheet)	6
Document Assembled	18/10/2023 16:08

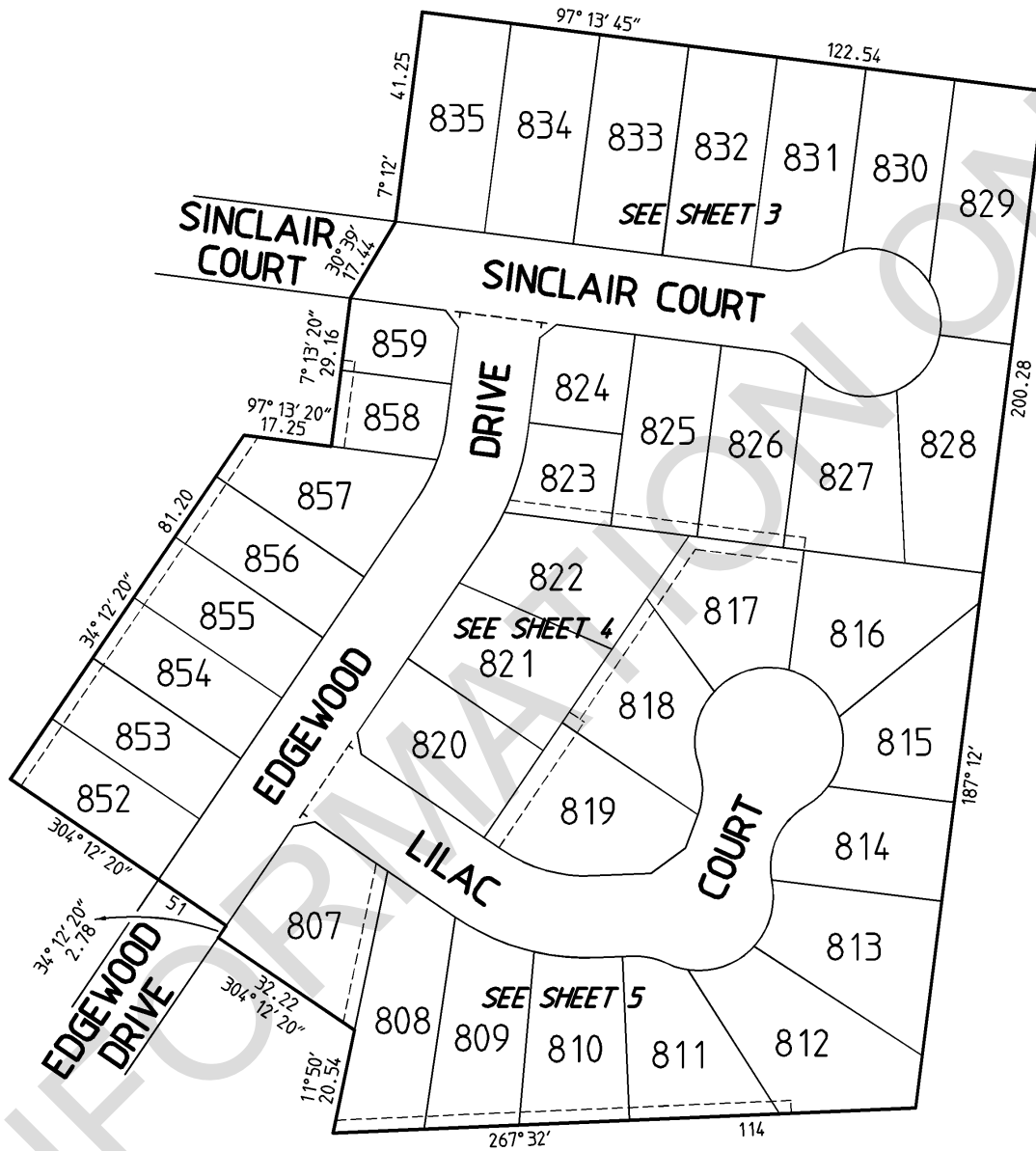
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The document is invalid if this cover sheet is removed or altered.

<p>SUBDIVISION ACT 1988</p> <p>PLAN OF SUBDIVISION</p>	<p>STAGE No.</p>	<p>LRS USE ONLY</p> <p>EDITION 1</p>	<p>PLAN NUMBER</p> <p>PS 634062R</p>	
<p>LOCATION OF LAND</p> <p>PARISH: DJERRIWARRH</p> <p>TOWNSHIP: -----</p> <p>SECTION: 12</p> <p>CROWN ALLOTMENT: H(PART) AND J(PART)</p> <p>CROWN PORTION: -----</p> <p>TITLE REFERENCES: VOL. 11268 FOL. 321</p> <p>LAST PLAN REFERENCE: LOT W ON PS634061T</p> <p>POSTAL ADDRESS: BULMANS ROAD (at time of subdivision) MELTON WEST 3337</p> <p>MGA CO-ORDINATES: E 283 860 ZONE: 55 (of approximate centre of land in plan) (D.C.M.B.) N 5 828 560</p>		<p>COUNCIL CERTIFICATION AND ENDORSEMENT</p> <p>COUNCIL NAME : MELTON SHIRE COUNCIL REF :</p> <ol style="list-style-type: none"> 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 THE ORIGINAL CERTIFICATION UNDER SECTION 6 / / . 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. <p>OPEN SPACE</p> <p>(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE.</p> <p>(ii) THE REQUIREMENT HAS BEEN SATISFIED.</p> <p>(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE</p> <p>COUNCIL DELEGATE</p> <p>COUNCIL SEAL</p> <p>DATE / /</p> <p>RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988</p> <p>COUNCIL DELEGATE</p> <p>COUNCIL SEAL</p> <p>DATE / /</p>		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL / BODY / PERSON			
ROADS, R-1	MELTON SHIRE COUNCIL			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY		STAGING	THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.	
LOTS 1-806 (BOTH INCLUSIVE) AND 836-851 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.		<p>THIS IS A SPEAR PLAN</p> <p>THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES.</p> <p>SURVEY THIS PLAN IS BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s) . ----- IN PROCLAIMED SURVEY AREA No. -----</p>		
ARNOLDS CREEK ESTATE - RELEASE 20				
NUMBER OF LOTS IN THIS PLAN: 37				
TOTAL AREA OF LAND IN THIS PLAN: 2.990 ha				
EASEMENT INFORMATION			LRS USE ONLY	
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)			STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT	
			RECEIVED <input checked="" type="checkbox"/>	
			DATE 21 / 04 / 2011	
			<p>LRS USE ONLY</p> <p>PLAN REGISTERED</p> <p>TIME 5:27pm</p> <p>DATE 04 / 05 / 2011</p> <p style="text-align: center;">A.Manzella</p> <p>.....</p> <p>ASSISTANT REGISTRAR OF TITLES</p> <p>.....</p> <p>DATE / /</p>	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
E-1, E-3 E-2, E-3	DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG.	THIS PLAN THIS PLAN	MELTON SHIRE COUNCIL WESTERN WATER LTD
<p>LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN</p> <p>SIGNATURE DIGITALLY SIGNED DATE / /</p> <p>REF: 20723/20 VERSION: D DATE: 04-06-10 20PS1D.DGN</p>				
 <p>Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne VIC 3000 phone (03) 8660 3000 fax (03) 8660 3060 email survey@reedscon.com.au Copyright © 2002-2010 Reeds Consulting Pty Ltd</p>			<p>COUNCIL DELEGATE SIGNATURE</p> <p>SHEET 1 OF 5 SHEETS</p> <p>ORIGINAL SHEET SIZE A3</p>	

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		PS 634062R



REEDS CONSULTING
 LAND SURVEYORS • CIVIL ENGINEERS • DEVELOPMENT CONSULTANTS

Reeds Consulting Pty Ltd
 Level 6 440 Elizabeth Street
 Melbourne VIC 3000
 phone (03) 8660 3000 fax (03) 8660 3060
 email survey@reedscon.com.au

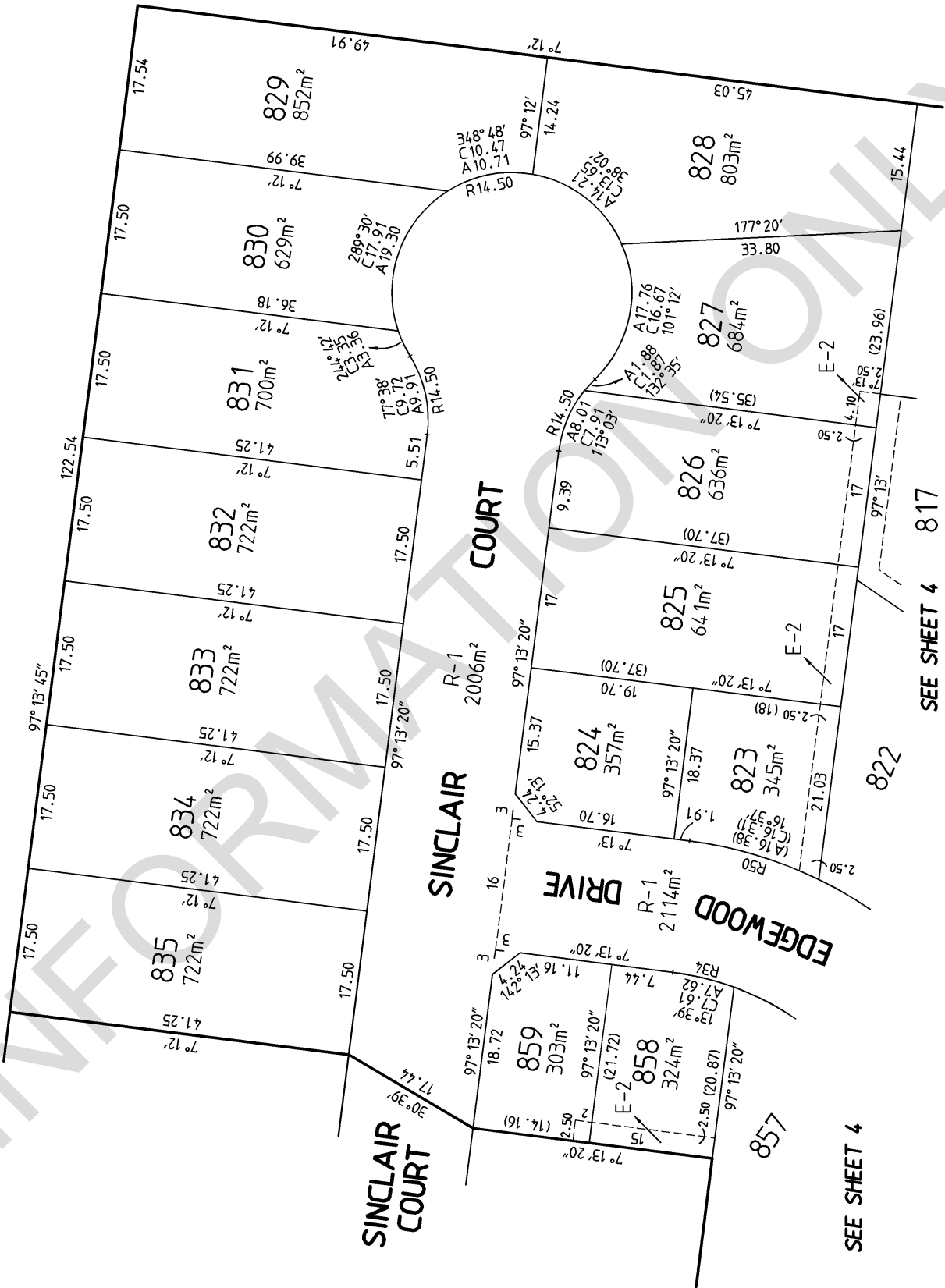
ACN 029 642 818
 ABN 17 251 076 871

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Environmental Quality Control
 Endorsed Endorsed Endorsed
 Company Company Company

SCALE 10 0 10 20 30 40 50 LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE 1:1000 A3	LICENSED SURVEYOR (PRINT) SIGNATURE DATE / / REF: 20723/20 VERSION: D DATE: 04-06-10 20PS2D.DGN	SHEET 2 DATE / / COUNCIL DELEGATE SIGNATURE
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SUBDIVISION ACT 1988
PLAN OF SUBDIVISION
 STAGE No. / PLAN NUMBER
PS 634062R



SEE SHEET 4 817

SEE SHEET 4

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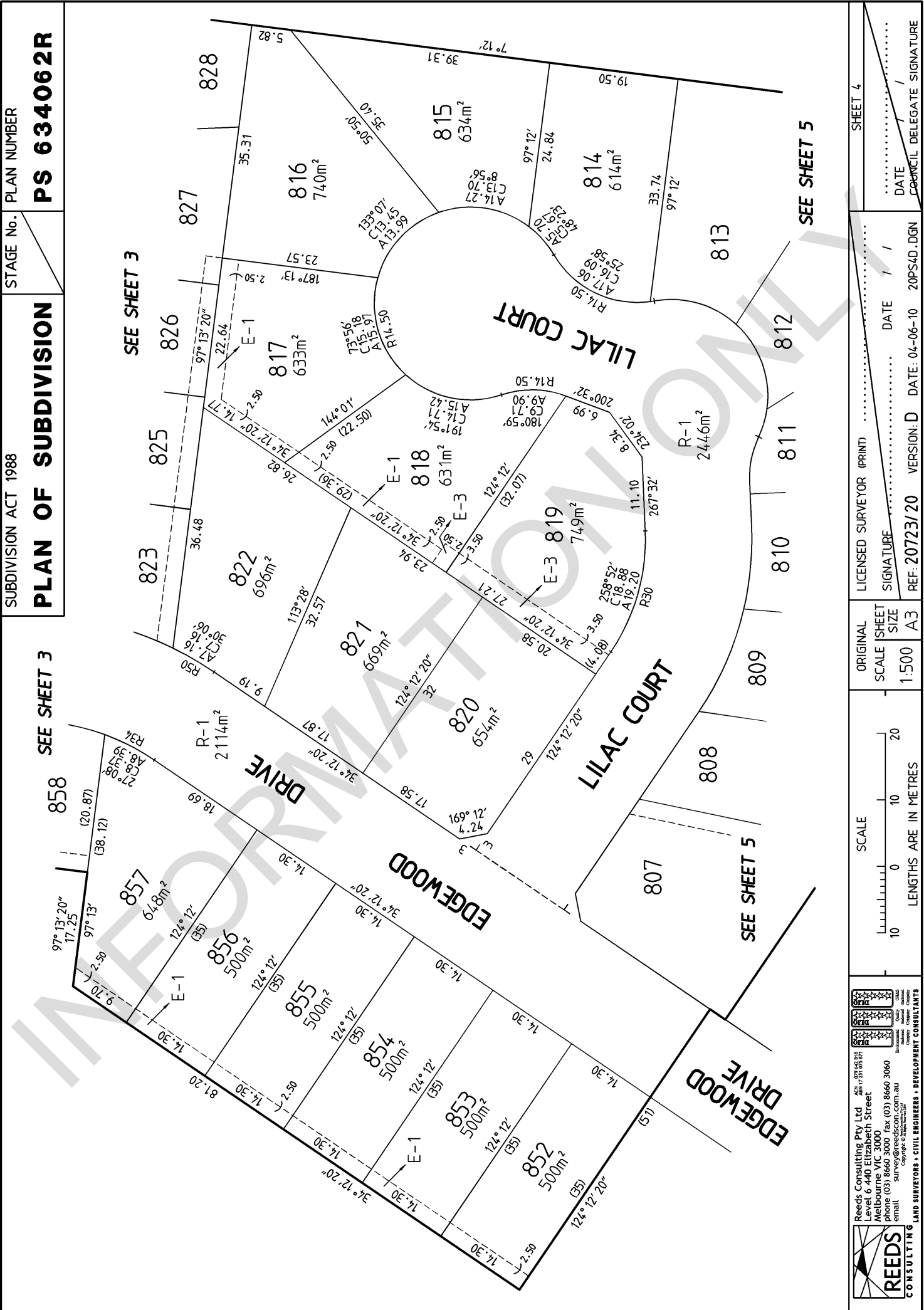
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ORIGINAL SCALE 1:500
 SHEET SIZE A3

LICENSED SURVEYOR (PRINT)
 SIGNATURE
 DATE / /

DATE / /
 COUNCIL DELEGATE SIGNATURE

SHEET 3



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 Melbourne VIC 3000
 phone (03) 8660 3000 fax (03) 8660 3060
 email survey@reedson.com.au

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ORIGINAL SCALE SHEET SIZE
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LICENSED SURVEYOR (PRINT) / SIGNATURE / DATE /

DATE / /

COUNCIL DELEGATE SIGNATURE

SHEET 4

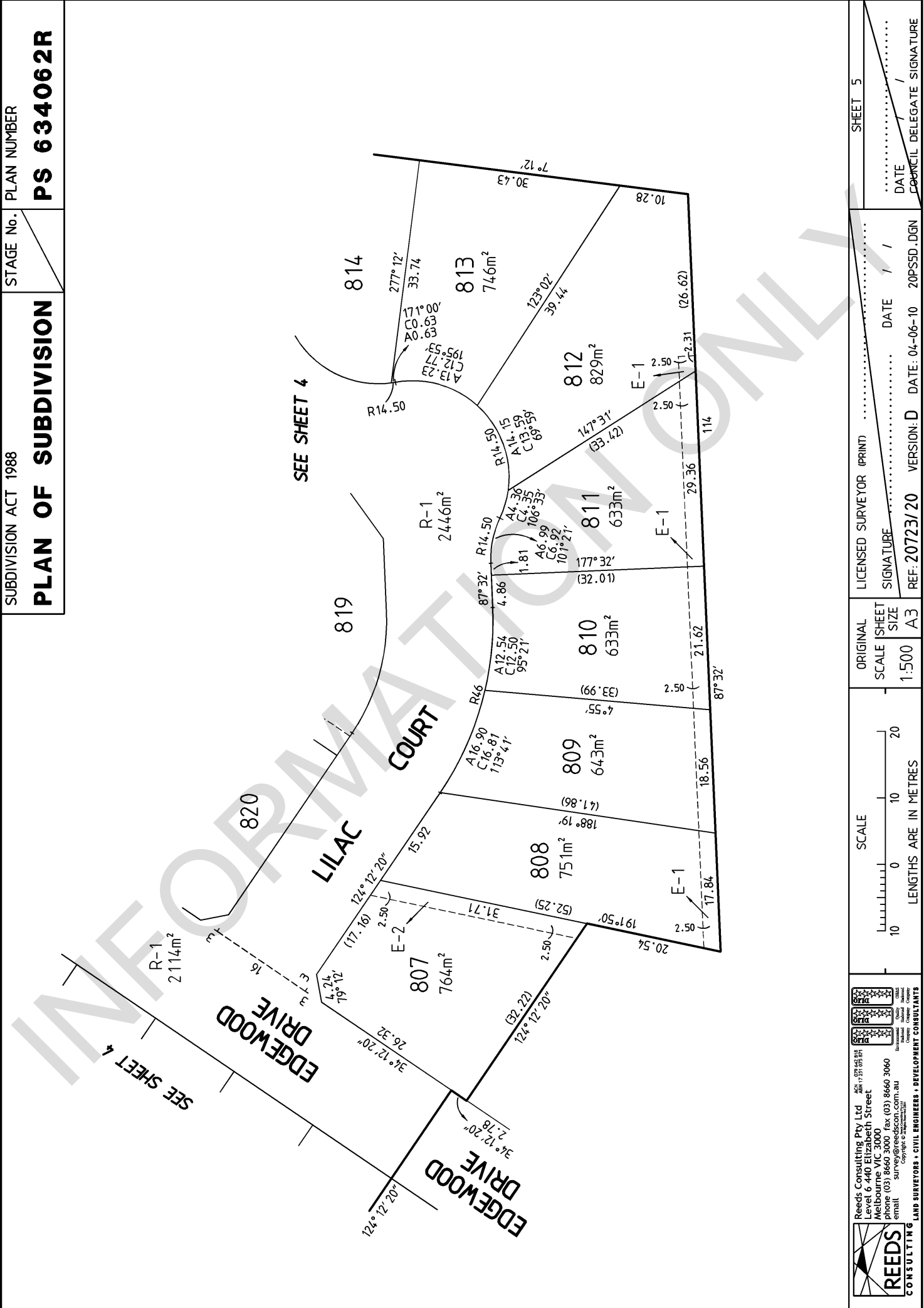
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 634062R



SEE SHEET 4

SEE SHEET 4

LICENSED SURVEYOR (PRINT)
 SIGNATURE
 DATE / /

LICENSED SURVEYOR (PRINT)
 SIGNATURE
 DATE / /

ORIGINAL SCALE SHEET SIZE
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SCALE
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 LENGTHS ARE IN METRES

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 Melbourne VIC 3000
 phone (03) 8660 3000 fax (03) 8660 3060
 email survey@reedscon.com.au
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 CON SULTIN G LAND SURVEYORS • CIVIL ENGINEERS • DEVELOPMENT CONSULTANTS

SHEET 5

Plan of Subdivision PS634062R
Certification by Council (Form 5)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S006880C
Plan Number: PS634062R
Council Name: Shire of Melton
Council Reference Number 1: Sub 3516
Surveyor's Plan Version: D

Certification

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

Public Open Space

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

Has not been made

Digitally signed by Council Delegate: Danielle Taylor
Organisation: Shire of Melton
Date: 28/07/2010

INFORMATION ONLY

From www.planning.vic.gov.au at 20 October 2023 03:23 PM

PROPERTY DETAILS

Address: **15 EDGEWOOD DRIVE HARKNESS 3337**
Lot and Plan Number: **Lot 852 PS634062**
Standard Parcel Identifier (SPI): **852\PS634062**
Local Government Area (Council): **MELTON**
Council Property Number: **569053**
Planning Scheme: **Melton**
Directory Reference: **Melway 336 D3**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **MELTON**

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlays

No planning overlay found

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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 19 October 2023.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

From www.planning.vic.gov.au at 20 October 2023 03:23 PM

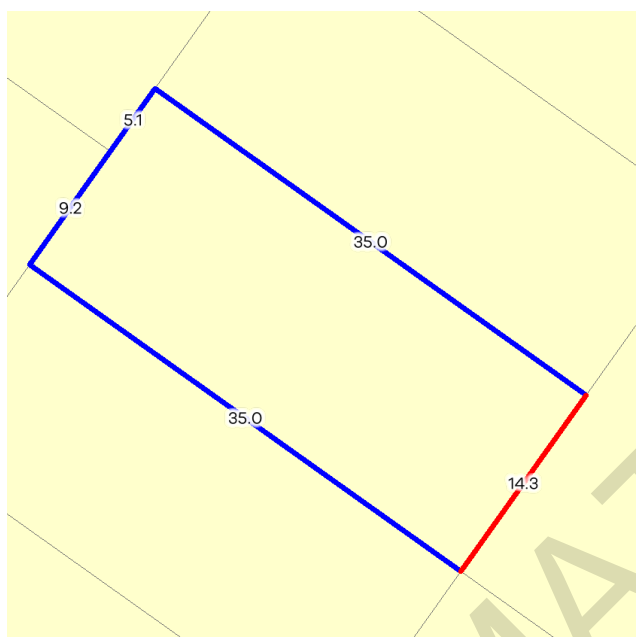
PROPERTY DETAILS

Address: **15 EDGEWOOD DRIVE HARKNESS 3337**
Lot and Plan Number: **Lot 852 PS634062**
Standard Parcel Identifier (SPI): **852\PS634062**
Local Government Area (Council): **MELTON**
Council Property Number: **569053**
Directory Reference: **Melway 336 D3**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 500 sq. m

Perimeter: 99 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **MELTON**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

Area Map



INFORMATION

Rates, charges and valuation notice

2023/2024

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au



For the period 1 July 2023 to 30 June 2024

A.B.N 22 862 073 889

Date of Issue: 7/08/2023

Mr P & Ms S Bhakoo
30 Bracknell Crescent
STRATHTULLOH VIC 3338

024

Arrears will be charged interest at 10% P.A.

Arrears Amount

Pay this amount
\$0.00

Assessment Number
569053

Due

Not later than
NOT REQUIRED

Property Location 15 Edgewood Drive HARKNESS VIC 3337
Description LOT: 852 PS: 634062R V/F: 11268/375

Ward
COBURN

Capital Improved Value	Site Value	Net Annual Value	PRESCRIBED DATE OF VALUATION:	01/01/2023
\$600,000	\$320,000	\$30,000	EFFECTIVE DATE OF VALUATION:	01/07/2023

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

General Rate	\$0.00217890	x \$600,000	\$1,307.34
Municipal Charge	\$160.00	x 1	\$160.00
Waste Service D-240L yellow, 80L red, 120L green	\$319.00	x 1	\$319.00

Fire Services Property Levy

Residential FSPL Fixed Charge	\$125.00	x 1	\$125.00
Residential FSPL Variable Charge	\$0.00004600	x \$600,000	\$27.60

Total Rates & Charges

\$1,938.94

Credit brought forward

CR\$663.67

1st Instalment	30/09/2023
	\$0.00
2nd Instalment	30/11/2023
	\$305.79
3rd Instalment	28/02/2024
	\$484.74
4th Instalment	31/05/2024
	\$484.74
Total Balance	\$1,275.27

The Fire Services Property Levy sum of \$152.60 is collected for the State Government. AVPCC 110 Detached Dwelling

Households have access to use any two of the following waste disposal options each year. (Expiry 30/06/24) *Visit website for more information and conditions

Melton Recycling Facility



Disposal of up to 1 cubic metre (1m³) of Waste* at the Melton Recycling Facility 33 Ferris Road, Cobblebank



At Home Hard Waste Collection (Must Book before 16/6/2024)



Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No.
001005690530

Our records indicate you have elected to pay by direct debit. The amount due will be debited in accordance with your instructions on the due date(s). If you have any questions regarding your direct debit please contact us.

Amount Payable

NOT REQUIRED

ASSESSMENT NUMBER 569053

RATE PAYER Mr P & Ms S Bhakoo

PROPERTY LOCATION 15 Edgewood Drive HARKNESS VIC 3337

Link to Melton Newsletter :

https://s3.ap-southeast-2.amazonaws.com/images.enotices.com.au/clientimages/Melton/News_letter.pdf

GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at melton.enotices.com.au with eNotices reference number:

7D2EAC6E2L



MELTON CITY COUNCIL

IMPORTANT INFORMATION REGARDING RATES AND CHARGES

Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Fire Services Property Levy.

Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

- (i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;
 - (ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;
- The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

NOTE: Lodging an appeal or objection does not prevent recovery of rates, charges and fire services levy. Interest will still be charged on overdue amounts.

Fire services property levy

The owner(s) of rateable land under the Fire Services property Levy Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Fire Services Levy can also apply for a waiver or deferral. Further information is available at firelevy.vic.gov.au

Are you a pensioner?

Council offers rates assistance for pensioners of \$85.00 in addition to a \$253.20 (maximum) State Government rebate and \$50.00 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Fire Service Levies or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.



General Rate	0.0021789	\$1,307.34
Vacant Land	0.0032684	\$1,961.04
Extractive Industry Land	0.0062752	\$3,765.12
Commercial/Industrial Developed Land	0.0034862	\$2,091.72
Commercial/Industrial Vacant Land	0.0043578	\$2,614.68
Retirement Village Land	0.0018521	\$1,111.26
Rural Living Land	0.0019610	\$1,176.60
Rural Land	0.0015688	\$941.28
Urban Growth Land	0.0016342	\$980.52

Rate cap

Council has complied with the Victorian Government's rates cap of 3.5 per cent. The cap applies to the average annual increase of rates and charges. The rate and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

PAYMENT METHODS

 INTERNET To make payments using your MasterCard or Visa, please visit melton.vic.gov.au/onlinepayments	 BY PHONE Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. (Minimum \$5)	 IN PERSON Australia Post Payments can be made in-store at Australia Post using cash, cheque or debit cards only. (Minimum \$25 per notice) Melton Civic Centre 232 High Street, Melton 3337 Melton Library & Learning Hub 31 McKenzie Street Melton 3337	 BY MAIL Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337. If mailing please allow sufficient time as Council is not responsible for any postal delays.
 BPAY Contact your bank to make payment directly from your account. (Minimum \$25) More info: bpay.com.au Biller code: 1123	 DIRECT DEBIT Payments can be deducted from your Cheque/Savings/Credit account using one of the following options: Four instalments, monthly or twice a month. To setup please visit melton.vic.gov.au/rates To discuss the amount to pay for monthly and twice monthly payments, contact Council.	Caroline Springs Civic Centre/Library 193-201 Caroline Springs Boulevard Caroline Springs 3023 Payments can be made by cash, cheque, debit cards, MasterCard or Visa. Refer to our website for hours.	 CENTREPAY To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.





Tax Invoice #4121537 (ABN 70 066 902 467)
Issued 31 August 2023
36 Macedon Street Sunbury Victoria 3429

gww.com.au

Call 13 44 99

Faults & Emergencies (24 hours)
Account queries (Mon-Fri 8.30am-5.00pm)

SMS 0480 015 200 - account queries only

S & P Bhakoo
30 Bracknell Cres
STRATHULLOH VIC 3338

Account Number
16-0860-0600-01-4

Bill Amount
\$ 85.29 CR

Direct debit plan in place

No payment required

Next Reading: November 2023

Service Address: 15 Edgewood Dr, Harkness VIC 3337

Opening Balance	\$3.40
Payment received on 11 May 2023	\$49.00 CR
Payment received on 25 May 2023	\$49.00 CR
Payment received on 8 Jun 2023	\$49.00 CR
Payment received on 22 Jun 2023	\$49.00 CR
Payment received on 6 Jul 2023	\$49.00 CR
Payment received on 20 Jul 2023	\$49.00 CR
Payment received on 3 Aug 2023	\$49.00 CR
Payment received on 17 Aug 2023	\$49.00 CR
Balance	\$388.60 CR
Greater Western Water - Current Charges	
Water Service Network Charge	\$51.87
Sewerage Service Network Charge	\$136.88
Annual Parks Charge	\$84.86
Melbourne Water - Waterways Charge	\$29.70
Total	\$303.31
Total (Account is in Credit)	\$85.29 CR

Payment assistance:

We have a number of options available if you're finding it difficult to pay. Call 13 44 99 or visit gww.com.au

To close your account:

Visit gww.com.au to see what you need to do.

Government concession:

Not applied. See over for eligibility.

Direct debit arrangement in place, no separate payment required.

* From 1 July 2023, our prices changed in line with adjustments approved by the Essential Services Commission - the independent regulator of Victoria's water industry. To learn more about our price changes, visit gww.com.au

* Your account is in credit - no payment is required.

* There is a current payment arrangement in place for this account

Annual Parks Charge

You're now receiving the annual Parks Charge on your usual bill instead of a separate bill.

Visit gww.com.au/billexperience



WATER NETWORK CHARGE

Service No.	Size	Date From	Date To	Days	Rate	Amount
MS164395	20mm	01/07/23	30/09/23	92	@ \$0.5638 per day	\$51.87

SEWERAGE NETWORK CHARGE

Service No.	Date From	Date To	Days	Rate	Amount
MS164395	01/07/23	30/09/23	92	@ \$1.4878 per day	\$136.88

WATERWAYS CHARGE - CHARGED ON BEHALF OF MELBOURNE WATER

Service No.	Date From	Date To	Days	Rate	Amount
MWS164396	01/07/23	30/09/23	92	@ \$0.3228 per day	\$29.70

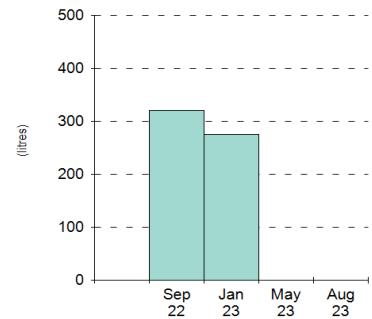
PARKS CHARGE - CHARGED ON BEHALF OF PARKS VICTORIA

Service No.	Date From	Date To	NAV [^]	Rate in NAV\$	Minimum	Amount
PS314433	01/07/23	30/06/24	\$2,520	0.004970	\$84.86	\$84.86

[^]The Net Annual Value (NAV) is based on 1990 dollar equivalents

Information:

- Interpreter Service: Call (03) 9313 8989
- **Annual Parks charge**
The Annual Parks Charge helps Parks Victoria support Melbourne's major parks, gardens, trails and zoos. We collect this charge on behalf of the Department of Environment, Land, Water and Planning. Learn more at parks.vic.gov.au
- **Waterways and drainage charge**
You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live. Learn more at melbournewater.com.au/wwdc
- Do you hold a current Health Care, Pension Concession or Gold Card?
If so, you might be eligible for a concession on your account.

Average daily usage in litres

Average use (last year): 320 L/day

Average use (this bill): 0 L/day

Average daily cost (this bill): \$3.30 per day

T:432 - 26062023

**Direct Debit**

To apply, call 13 44 99 or visit gww.com.au

**Credit card**

Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Telephone & Internet Banking - BPAY[®]

Bill Code: 757955
Ref: 1608 6006 0001 4

Contact your bank, or financial institution to pay via your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

® Registered to BPAY Pty Ltd ABN 69 079 137 518

My Water

Manage your account and make credit card payments at my.westernwater.com.au

Post

Mail your cheque with this payment slip to: PO Box 2371 Sunbury DC Vic 3429

Telephone, internet and in-store payments

Billpay Code: 0131
Ref: 1608 6006 0001 4

Pay in person at any Post Office, by phone on 13 18 16, or go to postbillpay.com.au

Centrepay

Make regular deductions from your Centrelink payments. Call 13 44 99 or visit Centrelink.gov.au.
Greater Western Water Ref: 555-054-071-L
Your Account No: 1608600600014

Account Number
16-0860-0600-01-4

Bill Amount
\$ 85.29 CR

Direct debit plan in place

No payment required

Property Clearance Certificate

Land Tax



ADVANCED CONVEYANCING PTY LTD

Your Reference: LD:70609757-017-3.SHAGUN

Certificate No: 67307936

Issue Date: 18 OCT 2023

Enquiries: ESYSPROD

Land Address: 15 EDGEWOOD DRIVE HARKNESS VIC 3337

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38857653	852	634062	11268	375	\$0.00

Vendor: PARUL BHAKOO & SHAGUN BHAKOO

Purchaser: NA NA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
PARUL BHAKOO	2023	\$290,000	\$0.00	\$0.00	\$0.00

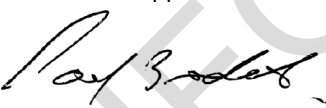
Comments:

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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: \$550,000

SITE VALUE: \$290,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 67307936

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$290,000

Calculated as \$0 plus (\$290,000 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67307936

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: 67307936

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



ADVANCED CONVEYANCING PTY LTD

Your Reference: LD:70609757-017-3.SHAGUN

Certificate No: 67307936

Issue Date: 18 OCT 2023

Land Address: 15 EDGEWOOD DRIVE HARKNESS VIC 3337

Lot	Plan	Volume	Folio
852	634062	11268	375

Vendor: PARUL BHAKOO & SHAGUN BHAKOO

Purchaser: NA NA

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 67307936

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67307934

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: 67307934

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.

YPA Estate Agents Melton

272-274 High Street,
Melton, VIC 3337

P: 9746 8899

ABN: 26130652498

ypa

Residential Rental Agreement

for

15 Edgewood Dr, Harkness VIC 3337

This agreement is between **Parul Bhakoo, Shagun Bhakoo**
and **Brittney Cooke, Hoby Camilleri**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Tue 25/10/2022

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

2. Premises let by the rental provider

Address of premises

15 Edgewood Dr, Harkness VIC

Postcode 3337

3. Rental provider details

Full name or company name of rental provider

Parul Bhakoo, Shagun Bhakoo

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

YPA Estate Agents Melton

Address

272-274 High Street, Melton, VIC

Postcode 3337

Phone number

9746 8899

ACN (if applicable)

Email address

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement Start date

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

End date

Periodic agreement (monthly) Start date

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

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

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

Date first rent payment due

7. Bond

The Renter has 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(\$)

Bond lodgement date

Bond Lodgement No.

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

Biller code- 266072
BPAY REF: 134670009

9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

- Yes
- No

Tahlia Hall: meltonpm2@ypa.com.au

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

(Renter to tick as appropriate)

- Renter 1**
- Yes
 - No

Brittney Cooke: brittenylee16@hotmail.com

- Renter 2**
- Yes
 - No

Hoby Camilleri: hobycamilleri@hotmail.com

- 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

Tahlia Hall

Emergency phone number

0414 346 108

Emergency email address

meltonpm2@ypa.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

INFORMATION ONLY

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (I) of the Act YPA Estate Agents Melton will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by YPA Estate Agents Melton 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 YPA Estate Agents Melton may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or YPA Estate Agents Melton 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

YPA Estate Agents Melton will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

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

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

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

36. Contents Insurance

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

37. Use of Premises

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

written consent of the Rental Provider. Any request for consent must be made in writing to YPA Estate Agents Melton.

38. No Representations

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

39. Condition Report

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

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to YPA Estate Agents Melton within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by YPA Estate Agents Melton 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 YPA Estate Agents Melton in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

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

42. Lost Keys

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

43. Extra Keys

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

44. Floor Protection

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

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or YPA Estate Agents Melton 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 YPA Estate Agents Melton or their respective contractors.

49. Shared Services

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

50. No Servicing Vehicles

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

51. Report Damage or Injury

The Renter shall notify YPA Estate Agents Melton 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 YPA Estate Agents Melton 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 YPA Estate Agents Melton or their respective contractors.

53. Alterations

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

54. Rubbish

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

55. Pests

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

56. Hanging Clothes

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

57. Replace Light Globes

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

58. Smoke Free Zone

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

59. Payment of Rental

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

60. Rental Increase

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

61. Maintain Garden

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

62. Watering System

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

63. Rental Provider Repairs

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

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify YPA Estate Agents Melton in writing.

64. Urgent Repairs

The Renter acknowledges that YPA Estate Agents Melton 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 YPA Estate Agents Melton during business hours or after hours information service on 0414 346 108 or YPA Estate Agents Melton approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

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

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or YPA Estate Agents Melton. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or YPA Estate Agents Melton may impose reasonable conditions. It is not unreasonable for the Rental Provider or YPA Estate Agents Melton 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 YPA Estate Agents Melton to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

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

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or YPA Estate Agents Melton has the right to enter the Premises:

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

69. Assignment and Sub-Letting

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

The Renter must as soon as practicable notify the Rental Provider or YPA Estate Agents Melton 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 YPA Estate Agents Melton 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 YPA Estate Agents Melton as agent to manage the Premises.

70. Rental Provider Notice

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

71. Renter Notice

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

72. Periodic Tenancy

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

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or YPA Estate Agents Melton the following costs:

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

74. Return Keys

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

75. No Set-Off

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

76. Remove Personal Property

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

77. Window Cleaning

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

78. Carpet Cleaning

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

79. Definitions and Interpretation

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

80. Electronic Notices

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

81. Change of Electronic Address

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

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or YPA Estate Agents Melton but such notice shall only become effective on receipt by the Rental Provider or YPA Estate Agents Melton.

83. Furnishings

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

84. Care for Furnishings

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

85. Repair/Replacement of Furnishings

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

86. Cost of Repairs/Replacements

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

87. Owners Corporation

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

1. PET AGREEMENT

The landlord hereby consents to the tenant, keeping a pet on the property provided the following conditions are met:

List of Pets

Pet 1:

Pet 2:

1.The tenant hereby agrees to maintain the property in the condition in which it was received at the beginning of the lease (as per the Condition Report)

2.The tenant hereby agrees that should the pet cause any damages to the property (i.e digging up the garden, tearing fly wire door and screens, scratching doors and fences etc) the tenant will repair all damages at their expense prior to vacating the premises, to the satisfaction of the landlord or agent.

3.The tenant agrees that any odours, stains, flea infestation etc, caused by the pet is to be removed at the tenant's expense.

4.The tenant hereby agrees that under no circumstances, will the pet be allowed to enter the interior of the property.

5.The tenant hereby agrees that should any of these conditions not be complied with, the landlord through their agents, have the right to serve the necessary notices thereafter, if the tenant fails to remedy the breach.

2.

Additional Terms

I/We understand the following:

(1) All maintenance requests/required repairs (urgent and non-urgent) are to be submitted to our office in writing by emailing your property manager:

Karlie Kerr: meltonrentals1@ypa.com.au

Angela Attard: meltonrentals@ypa.com.au

Julie Hedley: jhedley@ypa.com.au

Danielle Frew: meltonpm1@ypa.com.au

OR, you can visit our office in person to obtain and fill out a Maintenance Request Form.

(2) YPA Estate Agents have a zero tolerance arrears policy. All rental payments must be made in FULL and paid on or before the due date listed in your Rental Agreement. No part payments will be accepted. All late payments are permanently recorded on your payment history and can affect the quality of your rental references in the future. Should you have any issues paying your rent on the due date, you must contact your Property Manager to discuss.

(3) ALL external areas to include lawns, gardens and nature strip are the responsibility of the Renter to maintain. Lawn mowing, edging of lawn, pruning of trees, plants, flowers, shrubs and weeding must be maintained on a regular basis.

(4) I have received a copy of the Condition Report and Photographs of this property prior to my move in date and understand that I am welcome to add additional comments/photographs and return to our office within three (3) business days.

(5) We have received the link to the Consumer Affairs Victoria (CAV) Renting A Home.

(6) We have received a signed copy of the Rental Disclosure Check list.

Privacy Collection Notice

As professional property managers **YPA Estate Agents Melton** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 9746 8899

Primary Purpose

As professional property managers, **YPA Estate Agents Melton** 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 **YPA Estate Agents Melton** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

YPA Estate Agents Melton 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, **YPA Estate Agents Melton** 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 **YPA Estate Agents Melton** 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 **YPA Estate Agents Melton** privacy policy can be viewed without charge on the **YPA Estate Agents Melton** website; or contact your local **YPA Estate Agents Melton** office and we will send or email you a free copy.

Disclaimer

YPA Estate Agents Melton 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. **YPA Estate Agents Melton** 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 : **Tahlia Hall** on behalf of **Parul Bhakoo and Shagun Bhakoo** (Rental Provider)

Tahlia Hall

Signed at Mon, 24/10/2022 16:49 , from device: Windows 10 Other Chrome 106.0.0

Renter(s)

Renter 1: **Brittney Cooke**



Signed at Mon, 24/10/2022 17:26 , from device: iOS 15.6.1 iPhone Mobile Safari UIWKWebView

Renter 2: **Hoby Camilleri**



Signed at Tue, 25/10/2022 17:15 , from device: iOS 15.3.1 iPhone Mobile Safari 15.3

AUDIT TRAIL

Tahlia Hall (Rental Provider's Agent)

Mon, 24/10/2022 16:49 - Tahlia Hall stamped saved signature the Residential Rental Agreement

Mon, 24/10/2022 16:49 - Tahlia Hall submitted the Residential Rental Agreement

Brittney Cooke (Renter)

Mon, 24/10/2022 17:23 - Brittney Cooke clicked 'start' button to view the Residential Rental Agreement (iOS 15.6.1 iPhone Mobile Safari UIWKWebView, IP: 49.185.202.188)

Mon, 24/10/2022 17:26 - Brittney Cooke signed the Residential Rental Agreement (iOS 15.6.1 iPhone Mobile Safari UIWKWebView, IP: 49.185.202.188)

Mon, 24/10/2022 17:27 - Brittney Cooke submitted the Residential Rental Agreement (iOS 15.6.1 iPhone Mobile Safari UIWKWebView, IP: 49.185.202.188)

Hoby Camilleri (Renter)

- Tue, 25/10/2022 17:14 - Hoby Camilleri clicked 'start' button to view the Residential Rental Agreement (*iOS 15.3.1 iPhone Mobile Safari 15.3, IP: 149.167.141.13*)
- Tue, 25/10/2022 17:15 - Hoby Camilleri signed the Residential Rental Agreement (*iOS 15.3.1 iPhone Mobile Safari 15.3, IP: 149.167.141.13*)
- Tue, 25/10/2022 17:15 - Hoby Camilleri submitted the Residential Rental Agreement (*iOS 15.3.1 iPhone Mobile Safari 15.3, IP: 149.167.141.13*)

AGREEMENT END

INFORMATION ONLY

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