

DATED

2025

**RAGINI ANAND**

to

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**CONTRACT OF SALE OF LAND**

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**Property: 9 Ballarat Street, Lalor VIC**

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: KN:AB:12322

# CONTRACT OF SALE OF REAL ESTATE

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**Address:** 9 BALLARAT STREET, LALOR VIC 3075

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.

In that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period (Section 31 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 or within 3 clear business days before or after a publicly advertised auction; 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER** .....

..... on ...../..... /2025

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

## SIGNED BY THE VENDOR

..... on ...../..... /2025

Print name of person signing **Ragini Anand**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

**PARTICULARS OF SALE****VENDOR'S ESTATE AGENT**Tel:  
Ref:Fax:  
Email:**VENDOR****Ragini Anand**  
of:**VENDOR'S CONVEYANCER  
OR LEGAL PRACTITIONER****INSTANT CONVEYANCING SERVICES**

of PO Box 1353, Lalor VIC 3075

Tel: (03) 9939 6824

Fax: (03) 9478 7868

Ref: KN:AB:12322

Email: arun@instantconveyancing.com.au

**PURCHASER**

of:

**PURCHASER'S CONVEYANCER  
OR LEGAL PRACTITIONER**of:  
Tel:  
Ref:Fax:  
Email:**PROPERTY ADDRESS**

The address of the property is

9 Ballarat Street, Lalor VIC 3075

**LAND** (General Conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 12320 Folio 264	72	LP 069355
Volume Folio		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

**GOODS SOLD WITH THE LAND**

All fittings and fixtures of a permanent nature as inspected

(General Condition 2.2(f))

(List or attach a Schedule)

**PAYMENT**

(General Condition 10)

Price	\$	
Deposit	\$	By (of which \$..... has been paid)
Balance	\$	payable at settlement

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**GST** (General Condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box:

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box

**SETTLEMENT**

(General Condition 10)

is due on ...../...../20.....

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

**LEASE**

(General Condition 1.1)

**subject to lease**

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1, If 'subject to lease' then particulars of the lease are:

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words 'terms contract' in this box, and refer to general condition 23:

**LOAN**

(General Condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount: \$

Approval date:

**BUILDING REPORT**

This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser 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. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

**PEST REPORT**

This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser 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. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

**SPECIAL CONDITIONS**

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

SPECIAL CONDITIONS

INFORMATION ONLY

**CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS****TITLE****1. Encumbrances**

- 1.1. 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition “Section 32 Statement” means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. 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.
- 2.3. 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 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.
- 2.4. The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5. 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**.
- 2.6. Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

**3. Identity of the land**

- 3.1. 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.
- 3.2. 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.

#### 4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

#### 6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

#### 7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

#### 8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

## **9. 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.

## **10. Settlement**

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## **11. Payment**

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable 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 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 S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

## 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
  - (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.

- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

#### 14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. Adjustments

- 15.1 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.
- 15.2 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.

### TRANSACTIONAL

#### 16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

#### 17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### **18. Nominee**

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

### **19. 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.

### **20. 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.

### **21. Notices**

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

### **22. 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.

### **23. Terms contract**

23.1 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.

23.2 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.

### **24. Loss or damage before settlement**

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. 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

### 26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 27. Default notice

27.1 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.

27.2 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.

### 28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

# SPECIAL CONDITIONS

## 1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing  National Law and special condition 1 applies, if the box is marked "EC".

1.1 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.

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

1.3 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.

1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonable practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.

1.6 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.

1.7 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 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

1.8 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.

1.9 The purchaser must before settlement:

- (a) ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
- (b) ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
- (c) ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
- (d) be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchaser's breach of special conditions 1.9 (a) – (c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
- (e) acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

## **2 Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

## **3 Jointly and Severally**

3.1 If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.

3.2 Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

## **4 Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

## **5 Acceptance of Title**

General Condition 12.4 is added:

12.4 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.

## **6 Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendors conveyancer.

## **7 Notices**

General Condition 21 is replaced with the following:

### **21.NOTICES**

21.2 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.

21.2 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.

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

## **8 Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of the Special Conditions 8 and 1.10 and General Condition 6.

## **9 Identity of Land**

(a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the vendor from the Vendor's obligation or affect the right of the purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).

(b). General Condition 3 of Form 2 shall not apply to this Contract of Sale.

## **10 Condition of Property and Chattels**

- (a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.
- (b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.
- (c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale.
- (d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.
- (e). General Conditions 24.4, 24.5 and 24.6 shall not apply.

## **11 Representation and Warranty**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

## **12 Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

## **13 Default Interest**

- (a). Should the Purchaser default in payment of any money due under this Contract, then interest will be charged at an additional four per cent higher than the rate specified in General Condition 26 and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 13(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- (d). The provisions of General Condition 26 shall not apply to this Contract of Sale.

## **14 Cancellation and Re-Scheduling of Settlement**

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees being \$300 plus GST per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

## **15 Settlement Cheques**

The Vendors conveyancer will provide cheque direction as to cheque(s), if any, required for settlement and the Purchaser will not query, question or dispute the number of cheques required to facilitate settlement and the provisions of General Condition 11.6 shall not apply to this Contract of Sale.

## **16 Nomination**

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. Any substitute or additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

## **17 Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

## **18 Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

## **19 Auction**

(a). When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## **20 Foreign Resident Capital Gains Withholding;**

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

20.2 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.

20.3 This special condition only applies if the purchaser is required to pay the Commission 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

20.4 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.

20.5 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 obligation in the special condition; and
- (b) Ensure that the representative does so.

20.6 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 monies under the control or direction of the representative in accordance with this special 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 special 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.

20.7 The representative is taken to have complied with the obligations in special condition 18.6 if;

- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and
- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;

20.8 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 date of settlement.

20.9 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 of 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.

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

## **21 GST Withholding Payments and Notifications**

21.1 In this Special Condition 21.1 terms have the following meanings;

- (a) Commencement Date means 1 July 2018
- (b) Commissioner has the meaning given to that term in the TA Act;
- (c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) Operative Date means 1 July 2020.
- (e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) TA Act means the Taxation Administration Act 1953 (Cth); and
- (g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

21.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

21.3 Subject to Special condition 21.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

21.4 Subject to Special Condition 21.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

21.5 This special condition will not merge on settlement.

## **22 Release of Security General Condition 8**

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## **23. Finance Clause**

23.1 The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

23.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance

in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. **A decline letter from a broker will not be accepted.**

## 24. Condition of the Property

- (a) The Property and any chattels are sold in their present condition and state of repair and subject to any defects, fair wear and tear inclusive. The Purchaser acknowledges having inspected the Property and accepts it in an "as is" condition.
- (b) No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract.
- (c) The Purchaser shall not make any objection, requisition, or claim compensation in respect of any non-compliance of the improvements or any alterations thereto with the provisions of the *Local Government Act 1989* (Vic), the *Building Act 1993* (Vic) or any other Act relating to such improvements or to any requisitions made under such Acts or with the requirements of the relevant authorities.
- (d) The Purchaser accepts the Property with all existing and future planning, environmental and building controls and approvals, and in its present condition with all defects and non-compliance with any of those controls or approvals.
- (e) The Purchaser acknowledges that the decision to purchase the Property was based on the Purchaser's own investigations and that no representations were made by or on behalf of the Vendor as to the condition of the Property or any of the matters referred to in this special condition; and hereby waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the Property.
- (f) The Vendor makes no representations as to the suitability of the Property for any future purposes, the existence or non-existence of consents or permits in respect of the Property, except as expressly provided herein, and the Purchaser confirms it has relied solely on its own searches and enquiries as to the issuance or non-issuance of any consent or permit in respect of the Property.

## 25. Material Fact Disclosure – Unapproved Building Works

- (a) The Vendor discloses and the Purchaser acknowledges that the extension constructed in or about **[YEAR OF WORKS – unknown ]** (the **building works**) was constructed without the Vendor obtaining any relevant permits, consents, or approvals from the Council, or any other relevant authorities, as may be required or may have been required at the time.
- (b) The Vendor discloses that they have not received any notices, demands, or requisitions in relation to the building works or the lack of Council permits, consents, or approvals to date.
- (c) The Purchaser confirms that they are aware of the building works disclosed herein and that they have conducted a complete and thorough due diligence investigation into the building works prior to entering the Contract of Sale.
- (d) The Purchaser warrants to the Vendor that they have entered into this Contract of Sale:
  - (i) having considered the building works disclosure contained herein; and,
  - (ii) at the specified price,

even if there are matters, concerns, or requisitions, latent or patent, raised in relation to the building works by the Council (or any other relevant authority) requiring any upgrades, improvements, variations, alterations, or demolitions to the building works.

- (e) The Purchaser confirms and agrees that they cannot make any objection, requisition, claim, or demand for compensation from the Vendor, nor do they have any right of rescission or termination by reason of the facts disclosed in this special condition or any matters arising therefrom.

INFORMATION ONLY

**GUARANTEE and INDEMNITY**

I/We, ..... of .....

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

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

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

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

this ..... day of ..... 2025

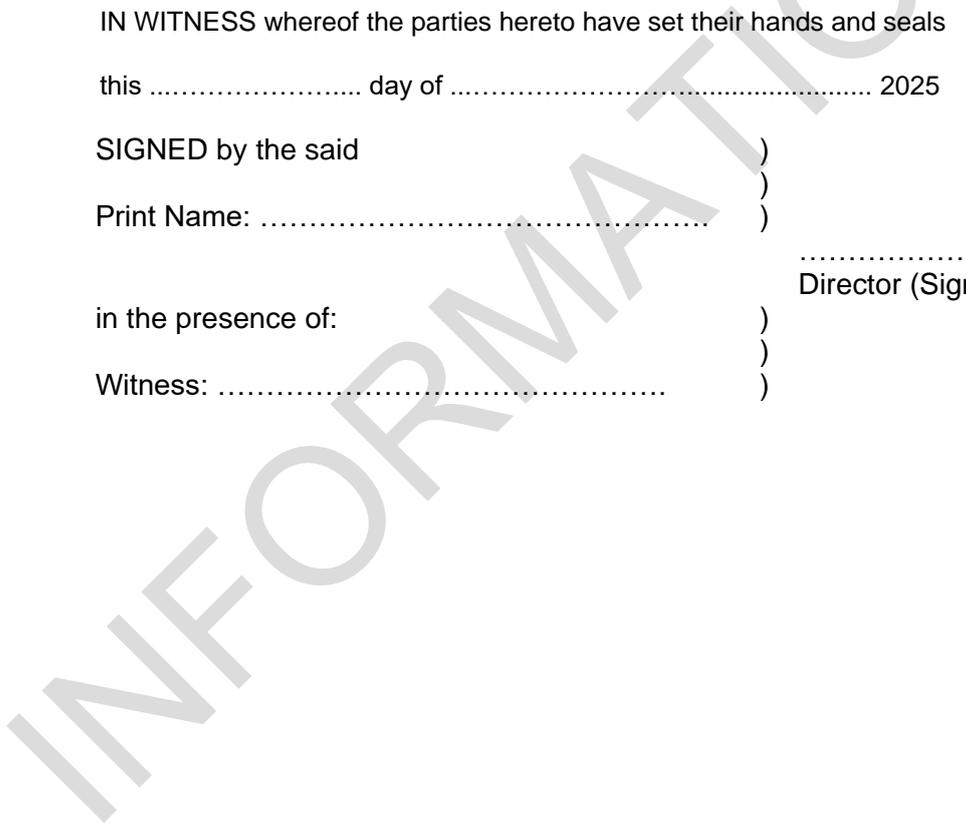
SIGNED by the said )

Print Name: ..... )

.....  
Director (Sign)

in the presence of: )

Witness: ..... )



**Sale of Land Regulations 2005**

**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. 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.
- 

INFORMATION ONLY

## Schedule 5

### Regulation 6

#### Information concerning the conduct of public auctions of land

#### Meaning of Vendor

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

#### Bidding by Co-owners

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

#### Vendor bids

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

The auctioneer can only make a vendor bid if—

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

#### What rules and conditions apply to the auction?

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

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

#### Copies of the rules

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

#### Questions

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

#### Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

### **Who made the bid?**

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

### **It is an offence to disrupt an auction**

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

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

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

### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday".

INFORMATION ONLY

# 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.

<b>Land</b>	9 BALLARAT STREET, LALOR VIC 3075
-------------	-----------------------------------

Vendor's name	Ragini Anand	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: \$6,000.00

## 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

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

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

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable

## 2.2 Owner Builder

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

Not Applicable

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

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 1000m<sup>2</sup>; (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)*

---

# 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 12320 FOLIO 264

Security no : 124123746581A  
Produced 16/04/2025 01:30 PM

**LAND DESCRIPTION**

Lot 72 on Plan of Subdivision 069355.  
PARENT TITLES :  
Volume 11269 Folio 755 to Volume 11269 Folio 756  
Created by instrument AU606651J 22/07/2021

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
RAGINI ANAND of 9 BALLARAT STREET LALOR VIC 3075  
AU762914C 01/09/2021

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AY339885J 26/08/2024  
WESTPAC BANKING CORPORATION

MORTGAGE AY339886G 26/08/2024  
WESTPAC BANKING CORPORATION

COVENANT D423705 19/06/1969

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP069355 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: 9 BALLARAT STREET LALOR VIC 3075

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION  
Effective from 26/08/2024

DOCUMENT END



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Document Identification	<b>LP069355</b>
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Document Assembled	<b>16/04/2025 13:30</b>

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# PLAN OF SUBDIVISION

## PART OF CROWN PORTION 3

### PARISH OF WOLLERT

COUNTY OF BOURKE

#### VOL.6767 FOL.232

Measurements are in Feet & Inches  
Conversion Factor  
FEET x 0.3048 = METRES



# LP 69355

## EDITION 3

PLAN APPROVED 17/12/65

2 SHEETS  
SHEET 1

### COLOUR CODE

- E-1 = BLUE
- R1 = BROWN
- E-3 = GREEN & E-7
- E-4 = PURPLE
- E-5 = GREEN HATCHED
- E-6 = PURPLE HATCHED

### APPROPRIATIONS

THE LAND COLOURED BLUE IS APPROPRIATED OR SET APART FOR EASEMENTS OF DRAINAGE AND SEWERAGE

THE LAND COLOURED GREEN HATCHED IS APPROPRIATED OR SET APART FOR EASEMENTS OF SEWERAGE

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY

THE LAND COLOURED GREEN IS RESERVED FOR PUBLIC OPEN SPACE, DRAINAGE & SEWERAGE

THE LAND COLOURED PURPLE & PURPLE HATCHED IS RESERVED FOR PUBLIC OPEN SPACE & MMBW WATER SUPPLY

### ENCUMBRANCES

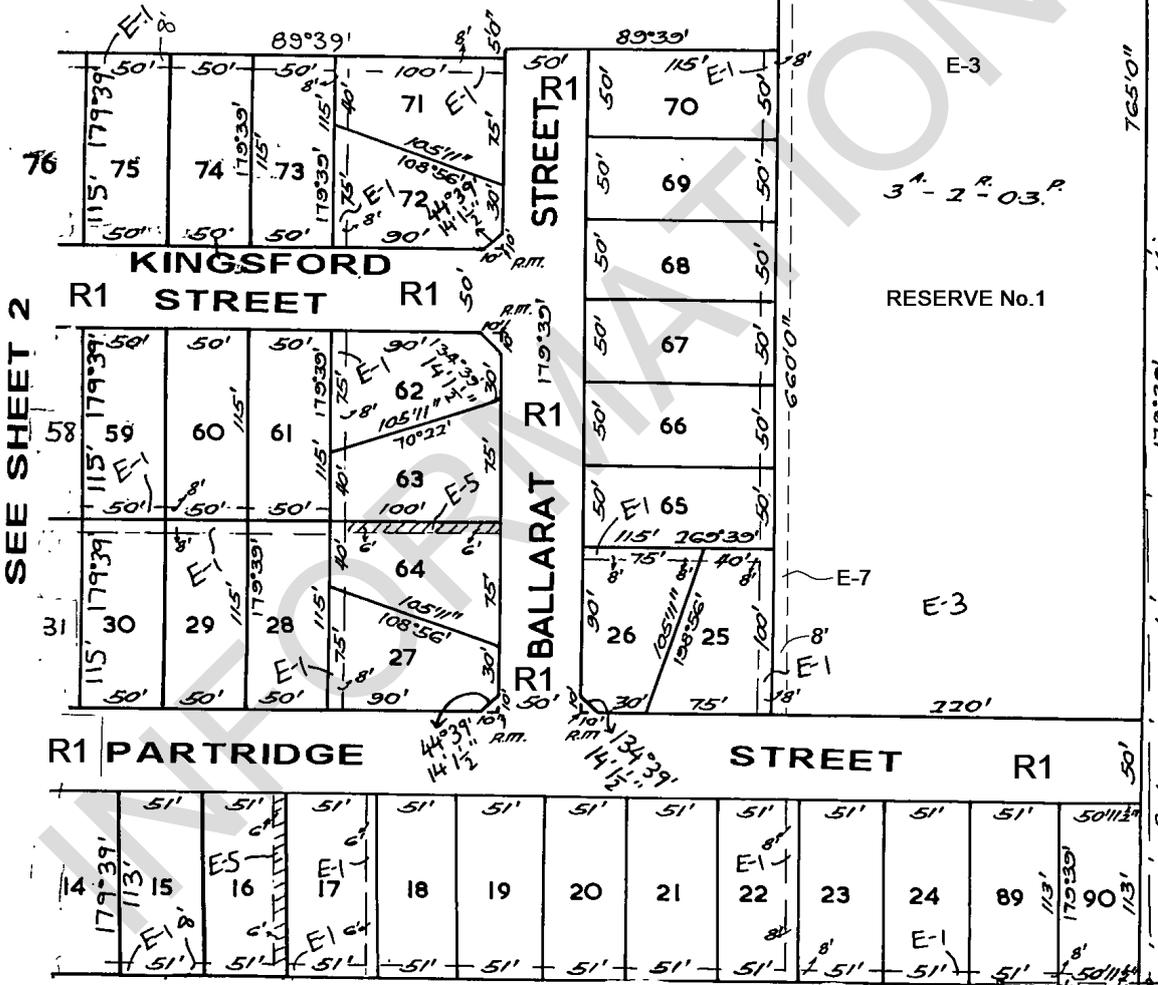
THE LAND COLOURED PURPLE HATCHED IS ENCUMBERED VIDE INST. 1190859

AS TO THE LAND MARKED E-7 THE EASEMENT TO M.M.B.W. CREATED BY INST. F595400

AS TO THE ROADS R1 THE CARRIAGEWAY EASEMENT CREATED IN C492304

### APPURTENANCIES

AS TO RESERVE No.2 TOGETHER WITH A RIGHT OF CARRIAGEWAY OVER THE ROAD COLOURED BROWN ON THE MAP ANNEXED TO CERTIFICATE OF TITLE V. 8608 F. 606 AND OVER LOT 550A ON PLAN OF SUBDIVISION No. 20070 AND LOT 571A ON PLAN OF SUBDIVISION No. 20072 AND OVER ANDERSON STREET AND THAT PART OF STATION STREET COLOURED BROWN ON PLAN OF SUBDIVISION No. 19182



SEE SHEET 2

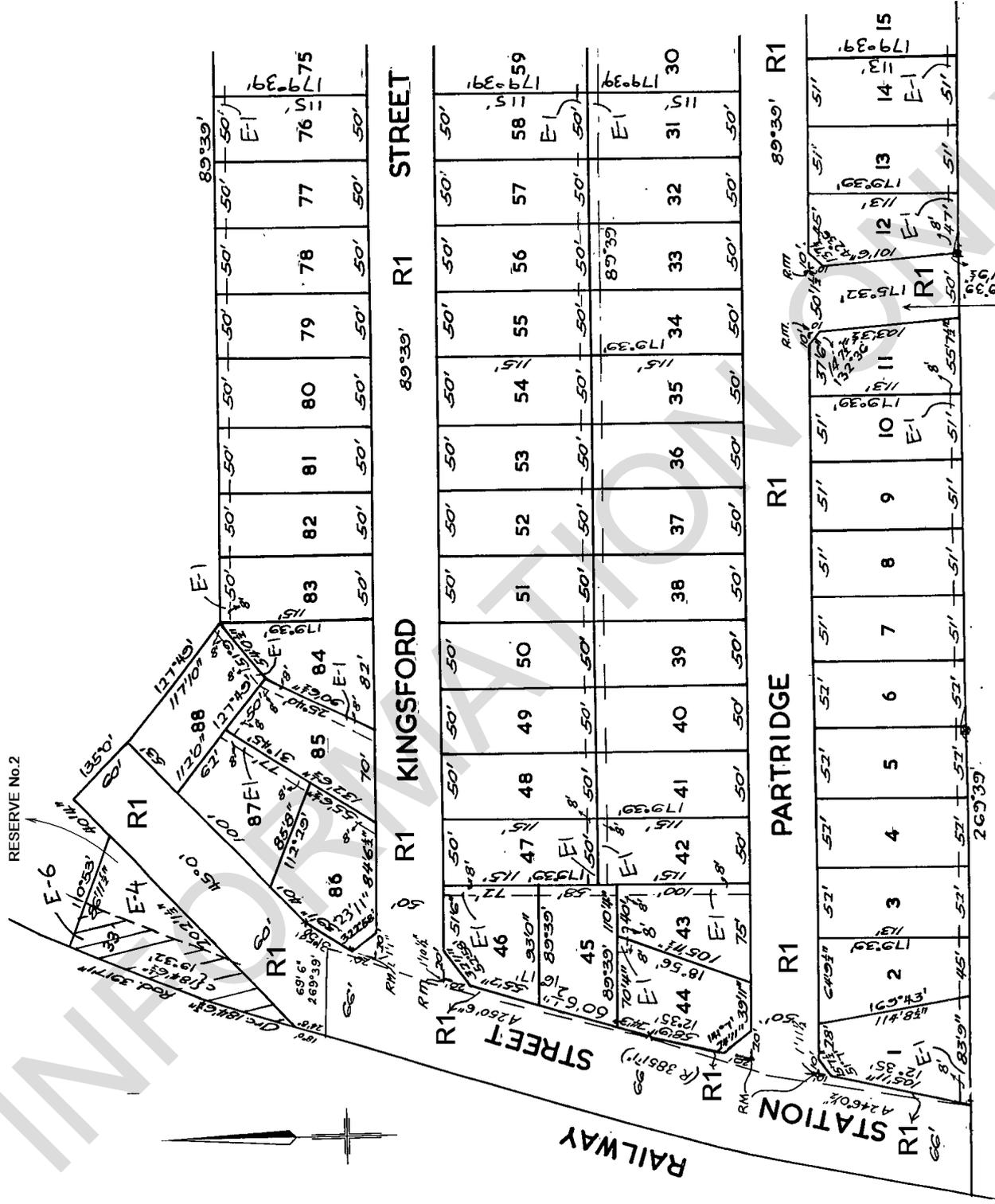
Wire and Post

269'39"

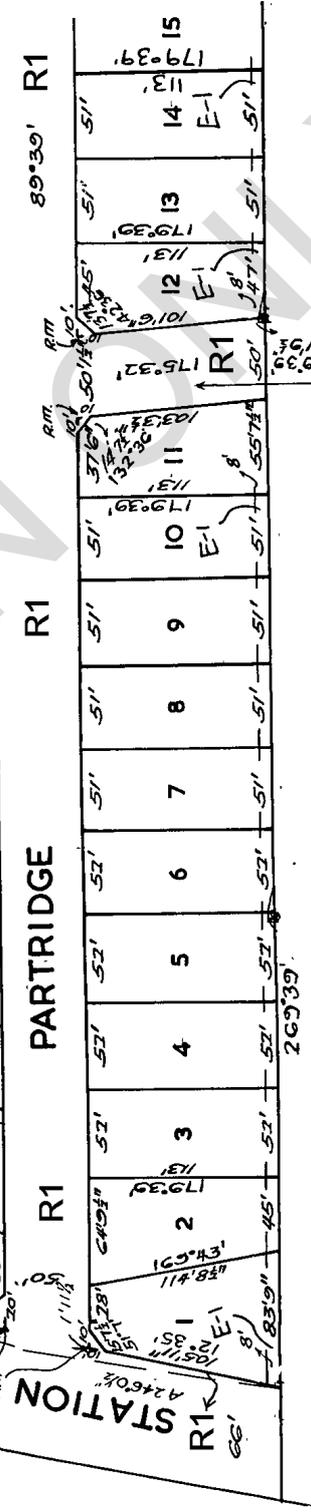
LP 69355

2 SHEETS  
SHEET 2

SEE SHEET 1



NEWTON  
CRESCENT







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810 D423705

D423705

\*\*\* 10.00 A RT 125

02-31 408805 JUN19-69

*Handwritten signature*

*RECD*

TOLHURST DRUCE & EMMERSON  
VICTORIA  
TRANSFER OF LAND

LEIGHTON ESTATES PROPRIETARY LIMITED of 6 Claremont Street South Yarra being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of THREE THOUSAND TWO HUNDRED AND FIFTY DOLLARS paid to it by GLENICE LILA BOTT of 96 Mount View Road Lalor Married Woman and in further consideration of the sum of FOUR THOUSAND DOLLARS paid to the said Glenice Lila Bott by PETER JAMES BUCKINGHAM of 51 Gordon Grove East Preston Builder DOTH HEREBY at the request and by the direction of the said Glenice Lila Bott testified by her execution hereof TRANSFER to the said Peter James Buckingham All its estate and interest in ALL THAT piece of land being Lot 72 on Plan of Subdivision No. 6935 and being the whole of the land more particularly described in Certificate of Title Volume 8600 Folio 639 AND I the said Peter James Buckingham for myself my respective heirs executors and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and of every part thereof DO HEREBY and as a separate covenant COVENANT with the said Leighton Estates Proprietary Limited and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) that I will not at any time hereafter build construct or erect or cause or allow to be built constructed or erected on the said land any dwellings the outer walls of which do not consist of concrete stone masonry brick or brick veneer AND IT IS HEREBY AGREED that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the land comprised in the said Plan of Subdivision and that the burden thereof shall be annexed to and run at law and in equity with the said Lot hereby transferred and that the same shall be noted and appear on every future Certificate of



VICTORIA - STAMP PRTY

JUN-17-69 00993 36745 LF G 1018 \*\*\*\*\*91-25

*Handwritten signature*

2

Title for the said land and every part thereof as an encumbrance affecting the same and every part thereof.

DATED this 17<sup>th</sup> day of June One thousand nine hundred and sixtynine.

THE COMMON SEAL of LEIGHTON ESTATES )  
PROPRIETARY LIMITED was hereunto )  
affixed by authority of the Directors )  
in the presence of :



*[Signature]* Director  
*[Signature]* Secretary

SIGNED by the said GLENICE LILA BOTT )  
in Victoria in the presence of :

*[Signature]*

*G L Bott*

SIGNED by the said PETER JAMES )  
BUCKINGHAM in Victoria in the )  
presence of :

*[Signature]*

*P J Buckingham*

ENCUMBRANCES REFERRED TO :

As set out at the foot of the said Certificate of Title.

INFORMATION

INFORMATION ONLY



DD423705-2-4

DATED

1969

LEIGHON ESTATES PTY. LTD.

TO

P. J. BUCKINGHAM  
by direction of G.L. Bott

TRANSFER OF LAND

FOURHURST DRIVE & EMMERSON,  
Solicitors,  
357 Little Collins Street,  
MELBOURNE, 3000 FTD. KM

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



INFORMATION ONLY

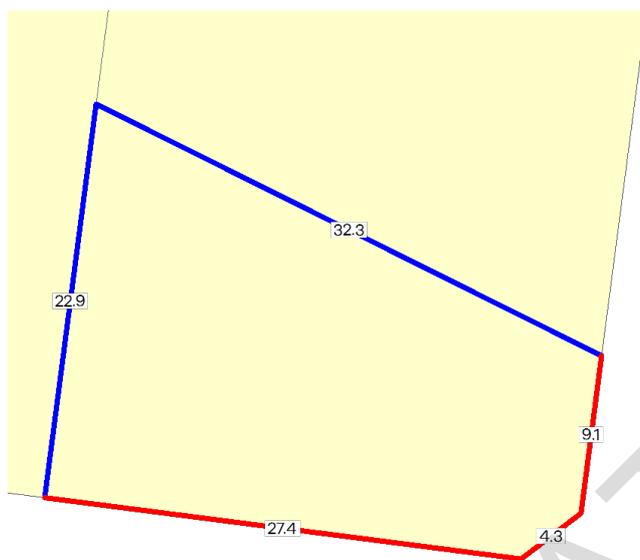
## PROPERTY DETAILS

Address: **9 BALLARAT STREET LALOR 3075**  
Lot and Plan Number: **Lot 72 LP69355**  
Standard Parcel Identifier (SPI): **72\LP69355**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **101568**  
Directory Reference: **Melway 9 A3**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 530 sq. m

**Perimeter:** 96 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

**32.10**  
25/02/2025  
VC257

## HOUSING CHOICE AND TRANSPORT ZONE

Shown on the planning scheme map as **HCTZ** with a number.

### Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide housing at increased densities around activity centres and well-serviced locations, close to employment, services and public transport.

To encourage a scale of development that provides a transition between more intense development to lower-scale residential areas.

To encourage a diversity of housing types and affordable housing.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

**32.10-1**  
25/02/2025  
VC257

### Table of uses

#### Section 1 - Permit not required

Use	Condition
<b>Automated collection point</b>	Must meet the requirements of Clause 52.13-3 and 52.13-5.  The gross floor area of all buildings must not exceed 50 square metres.
<b>Bed and breakfast</b>	No more than 10 persons may be accommodated away from their normal place of residence.  At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence
<b>Community care accommodation</b>	Must meet the requirements of Clause 52.22-2.
<b>Dwelling (other than Bed and breakfast)</b>	
<b>Home based business</b>	
<b>Informal outdoor recreation</b>	
<b>Medical centre</b>	The gross floor area of all buildings must not exceed 250 square metres.
<b>Place of worship</b>	The gross floor area of all buildings must not exceed 250 square metres.  The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Racing dog husbandry</b>	Must be no more than 2 animals.
<b>Railway</b>	
<b>Residential aged care facility</b>	

**WHITTLESEA PLANNING SCHEME**

<b>Use</b>	<b>Condition</b>
<b>Rooming house</b>	Must meet the requirements of Clause 52.23-2.
<b>Small second dwelling</b>	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
<b>Tramway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01.

**Section 2 - Permit required**

<b>Use</b>	<b>Condition</b>
<b>Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)</b>	
<b>Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)</b>	
<b>Car park</b>	Must be used in conjunction with another use in Section 1 or 2.
<b>Car wash</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Convenience restaurant</b>	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
<b>Convenience shop</b>	
<b>Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met</b>	Must be no more than 5 animals.
<b>Food and drink premises (other than Convenience restaurant and Take away food premises)</b>	
<b>Grazing animal production</b>	
<b>Leisure and recreation (other than Informal outdoor recreation and Motor racing track)</b>	
<b>Market</b>	

**WHITTLESEA PLANNING SCHEME**

<b>Use</b>	<b>Condition</b>
<b>Office (other than Medical centre)</b>	<p>The land must be located within 100 metres of a commercial zone or land in the Activity Centre Zone that is used for commercial purposes.</p> <p>The land must have the same street frontage as the land in the commercial zone or the land in the Activity Centre Zone that is used for commercial purposes.</p> <p>The leasable floor area must not exceed 250 square metres.</p>
<b>Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)</b>	
<b>Plant nursery</b>	
<b>Retail premises (other than Food and drink premises, Market, Plant nursery and Shop)</b>	<p>The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.</p>
<b>Service station</b>	<p>The site must either:</p> <ul style="list-style-type: none"> <li>• Adjoin a commercial zone or industrial zone.</li> <li>• Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul> <p>The site must not exceed either:</p> <ul style="list-style-type: none"> <li>• 3000 square metres.</li> <li>• 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.</li> </ul>
<b>Shop (other than Adult sex product shop, Bottle shop and Convenience shop)</b>	<p>The land must be located within 100 metres of a commercial zone, Mixed Use Zone or land in the Activity Centre Zone that is used for commercial purposes.</p> <p>The land must have the same street frontage as the land in the commercial zone, Mixed Use Zone or land in the Activity Centre Zone that is used for commercial purposes.</p>
<b>Store</b>	<p>Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.</p>
<b>Take away food premises</b>	<p>The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.</p>
<b>Utility installation (other than Minor utility installation and Telecommunications facility)</b>	

**WHITTLESEA PLANNING SCHEME**

Use	Condition
Any other use not in Section 1 or 3	

**Section 3 - Prohibited**

Use
Adult sex product shop
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Bottle shop
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Saleyard
Small second dwelling – if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

**32.10-2**  
25/02/2025  
VC257

**Subdivision**

**Permit requirement**

A permit is required to subdivide land.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.

## WHITTLESEA PLANNING SCHEME

- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
<b>60 or more lots</b>	All except Clause 56.03-5.
<b>16 – 59 lots</b>	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
<b>3 – 15 lots</b>	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
<b>2 lots</b>	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> <li>▪ The area of either lot is reduced by less than 15 percent.</li> <li>▪ The general direction of the common boundary does not change.</li> </ul>	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> <li>▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme.</li> <li>▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.</li> </ul>	Clause 59.02

Class of application	Information requirements and decision guidelines
Subdivide land into 2 lots if: <ul style="list-style-type: none"> <li>▪ The construction of a building or the construction or carrying out of works on the land:               <ul style="list-style-type: none"> <li>– Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.</li> <li>– Has started lawfully.</li> </ul> </li> <li>▪ The subdivision does not create a vacant lot.</li> </ul>	Clause 59.02

**32.10-3**  
25/02/2025  
VC257

## Construction and extension of one dwelling on a lot

### Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A development must meet the requirements of Clause 54.

### No permit requirement

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

### Vicsmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54: <ul style="list-style-type: none"> <li>• A3 Street setback.</li> <li>• A10 Side and rear setbacks.</li> <li>• A11 Walls on boundaries.</li> <li>• A12 Daylight to existing windows.</li> <li>• A13 North-facing windows.</li> <li>• A14 Overshadowing open space.</li> <li>• A15 Overlooking.</li> </ul>	Clause 59.14

Class of application	Information requirements and decision guidelines
For the purpose of this class of VicSmart application, the Clause 54 standards specified above are mandatory.	

**32.10-4**  
25/02/2025  
VC257

**Construction and extension of a small second dwelling on a lot**

**Permit requirement**

A permit is required to construct or extend a small second dwelling on a lot less than 300 square metres.

A development must meet the requirements of Clause 54.

**VicSmart applications**

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> <li>• A3 Street setback.</li> <li>• A9 Building setback.</li> <li>• A9.1 Safety and accessibility.</li> <li>• A10 Side and rear setbacks.</li> <li>• A11 Walls on boundaries.</li> <li>• A12 Daylight to existing windows.</li> <li>• A13 North-facing windows.</li> <li>• A14 Overshadowing open space.</li> <li>• A15 Overlooking.</li> </ul> <p>For the purpose of this class of Vic Smart application, the Clause 54 standards specified above are mandatory.</p>	<p>Clause 59.14</p>

**32.10-5**  
31/03/2025  
VC267

**Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**

**Permit requirement**

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.

## WHITTLESEA PLANNING SCHEME

- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

A development must meet the requirements of Clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

**32.10-6**  
25/02/2025  
VC257

### Residential aged care facility

#### Permit requirement

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

**32.10-7**  
25/02/2025  
VC257

### Buildings and work associated with a Section 2 use

#### Permit requirement

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.10-2.

### VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works where: <ul style="list-style-type: none"> <li>▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or</li> <li>▪ The building or works are associated with a primary school or secondary school and have an</li> </ul>	Clause 59.04

Class of application	Information requirements and decision guidelines
<p>estimated cost of up to \$500,000; and</p> <ul style="list-style-type: none"> <li>▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes:                             <ul style="list-style-type: none"> <li>– A10 Side and rear setbacks.</li> <li>– A11 Walls on boundaries.</li> <li>– A12 Daylight to existing windows.</li> <li>– A13 North-facing windows.</li> <li>– A14 Overshadowing open space.</li> <li>– A15 Overlooking.</li> </ul> </li> </ul> <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p>	

**32.10-8**  
25/02/2025  
VC257

**Maximum building height requirement for a dwelling, small second dwelling or a residential building**

A building must not be constructed on land specified in Column 1 of the Table to this clause for use as a dwelling, small second dwelling or a residential building that:

- exceeds the applicable maximum building height specified in Column 2 of the Table corresponding to that land; or
- contains more than the applicable maximum number of storeys specified in Column 3 of the Table corresponding to that land.

In the Table to this clause, *large site* means:

- a lot with an area of at least 1000 square metres and a frontage of at least 20 metres; or
- two or more contiguous lots with a combined area of at least 1000 square metres and a combined frontage of at least 20 metres.

Column 1 Land	Column 2 Maximum building height	Column 3 Maximum number of storeys
Land shown on a planning scheme map as <b>HCTZ1</b>	<p>The maximum building height is:</p> <ul style="list-style-type: none"> <li>• 13.5 metres; or</li> <li>• if the building is constructed on a large site, 21.5 metres.</li> </ul>	<p>The maximum number of storeys at any point is:</p> <ul style="list-style-type: none"> <li>• four storeys; or</li> <li>• if the building is constructed on a large site, six storeys.</li> </ul>
Land shown on a planning scheme map as <b>HCTZ2</b>	<p>The maximum building height is:</p> <ul style="list-style-type: none"> <li>• 11 metres; or</li> <li>• if the building is constructed on a large site, 13.5 metres.</li> </ul>	<p>The maximum number of storeys at any point is:</p> <ul style="list-style-type: none"> <li>• three storeys; or</li> <li>• if the building is constructed on a large site, four storeys.</li> </ul>

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if any of the following apply:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the approval date of the amendment to this planning scheme that included the land to which the permit applies in this zone.
- An overlay applies to the land and:
  - The overlay includes a maximum building height requirement that is higher than the applicable maximum building height specified in this clause or includes a maximum number of storeys requirement that is more than the applicable maximum number of storeys specified in this clause.
  - The maximum building height requirement or maximum number of storeys requirement in the overlay applies to the construction of the building.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building heights and maximum number of storeys requirements in this zone apply whether or not a planning permit is required for the construction of a building.

### **Building height if the land is subject to inundation**

If the land is in a Special Building Overlay or a Land Subject to Inundation Overlay, or is land liable to inundation, the maximum building height specified in the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

**32.10-9**  
31/03/2025  
VC267

### **Application requirements**

An application must be accompanied by the following information, as appropriate:

- For a development of one dwelling on a lot or a small second dwelling on a lot, the neighbourhood and site description and design response as required in Clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in Clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the site description and design response as required in Clause 57.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.

- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

**32.10-10**  
31/03/2025  
VC267

### **Exemption from notice and review**

#### **Subdivision**

An application to subdivide land is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

#### **Construction and extension of two or more dwellings on a lot, dwellings on common property and residential building**

An application for two or more dwellings on a lot under clause 32.10-5 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

**32.10-11**  
31/03/2025  
VC267

### **Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

#### **General**

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- Overlooking and overshadowing impacts to adjoining land in the General Residential Zone, Housing Choice and Transport Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in the Housing Choice and Transport Zone, Mixed Use Zone or Residential Growth Zone.

#### **Subdivision**

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

**Dwellings, small second dwellings and residential buildings**

- Whether the proposed building height provides for a transition in scale to adjacent areas with less or more intensive built form expectations.
- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

**Non-residential use and development**

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

**32.10-12**  
25/02/2025  
VC257

**Signs**

Sign requirements are at Clause 52.05. This zone is in Category 3.

**32.10-13**  
25/02/2025  
VC257

**Transitional provision**

In this clause:

- ***amended application*** means an application amended under section 50, 50A or 57A of the Act if the original application was made before the relevant approval date;
- ***relevant approval date*** means the approval date of the amendment to this planning scheme that included the land to which a transition application or transition permit applies in this zone;
- ***transition application*** means an application made before the relevant approval date or an amended application;
- ***transition permit*** means a permit that allows the construction of a building for use as a dwelling, small second dwelling or residential building granted in respect of a transition application if the building height of the permitted building, or the number of storeys in the permitted building at any point, is greater than the applicable maximum building height or maximum number of storeys, respectively, specified in clause 32.10-8.

The requirements of the zone the land was included in immediately before the approval date and any applicable schedule to that zone continue to apply to:

- A transition application.
- An application for an amendment of a transition permit under section 72 of the Act.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 16 April 2025 01:34 PM

## PROPERTY DETAILS

Address: **9 BALLARAT STREET LALOR 3075**  
Lot and Plan Number: **Lot 72 LP69355**  
Standard Parcel Identifier (SPI): **72\LP69355**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **101568**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 9 A3**

[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

[Planning Scheme - Whittlesea](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[HOUSING CHOICE & TRANSPORT ZONE \(HCTZ\)](#)

[HOUSING CHOICE & TRANSPORT ZONE - SCHEDULE 2 \(HCTZ2\)](#)



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

## Planning Overlay

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



## Further Planning Information

Planning scheme data last updated on 11 April 2025.

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

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

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

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

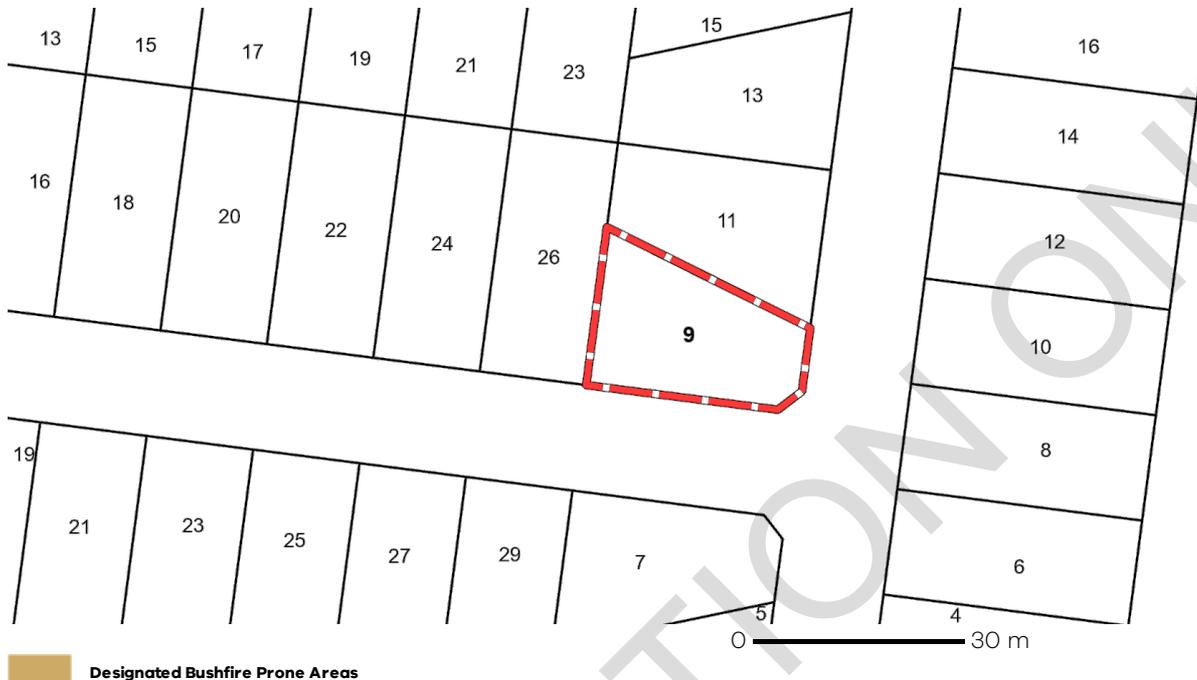
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

**Harcourts Rata & Co**  
337-339 Settlement Road,  
Thomastown, VIC 3074

P: 03 9465 7766  
E: info@rataandco.com.au  
ABN: 70162949588

**Harcourts**  
Rata & Co

# Residential Rental Agreement

for

9 Ballarat Street, Lalor VIC 3075

This agreement is between **Ragini Anand**  
and **Akriti Shrestha, Priya Thapa, Aman Shrestha**.

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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

Thu 31/10/2024

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

### 2. Premises let by the rental provider

Address of premises

9 Ballarat Street, Lalor VIC

Postcode 3075

### 3. Rental provider details

Full name or company name of rental provider

Ragini Anand

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

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

giacinta.pizzingrilli@rataandco.com.au

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

#### 4. Renter details

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

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

#### 5. Length of the agreement

Fixed term agreement

Start date

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

End date

Periodic agreement (monthly)

Start date

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

## 6. Rent

Rent amount(\$)  
(payable in advance)

To be paid per  week  fortnight  calendar month

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

Date first rent payment due

## 7. Bond

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

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

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

Rental bond amount(\$)

Date bond payment due

## Part B – Standard terms

### 8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit  bank deposit  cash  cheque  money order  BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

Biller Code 4481 BPAY REF: 53681326
--

**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)

<input checked="" type="checkbox"/> Yes	Giacinta Pizzingrilli: giacinta.pizzingrilli@rataandco.com.au
<input type="checkbox"/> No	

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

(Renter to tick as appropriate)

<b>Renter 1</b> <input checked="" type="checkbox"/> Yes	Akriti Shrestha: xxxxx@xxxxx.com
<input type="checkbox"/> No	

<b>Renter 2</b> <input checked="" type="checkbox"/> Yes	Priya Thapa: xxxxx@xxxxx.com
<input type="checkbox"/> No	

<b>Renter 3</b> <input checked="" type="checkbox"/> Yes	Aman Shrestha: xxxxx@xxxxx.com
<input type="checkbox"/> No	

<b>Renter 4</b> <input type="checkbox"/> Yes	
<input type="checkbox"/> 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

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

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## 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.

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## 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

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## 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

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### 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.

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### 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.

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### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

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

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

For more information, visit [consumer.vic.gov.au/renting](https://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](http://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](http://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](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### 32. Damage to the Premises

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

### 33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

### 34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

### 35. Water Consumption & Utilities

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

### 36. Condition Report

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

## **37. Rental provider's Insurance and Renter's Contents Insurance**

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

## **38. Reporting Defects**

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

## **39. Inspections**

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

## **40. Disclosure of information**

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

## **41. Employment Details**

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

## **42. Permitted Use**

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

42.2 The Renter shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

## **43. Urgent and Non-Urgent Repairs**

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

## **44. Garden and Parking**

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

## **45. Light Globes and Pilot Lights**

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

## **46. Pets**

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

## **47. Rubbish and hanging clothes**

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

## **48. Inflammable Liquids Not Permitted**

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

## **49. Vehicle/boat servicing or Repairs not to be carried out**

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

## **50. Smoke Alarms**

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

## **51. Swimming Pool/Spa**

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

## **52. Locks & Keys**

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

## **53. Blockages Caused by Misuse**

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

## **54. Payment Of Rental**

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

## **55. Assignment, Sub-letting and Short Stay Accommodation**

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$250 (inclusive of GST) plus a Renter National Tenancy Database Check of \$22.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

## **56. Fixed Term Lease Break**

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$398 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. Condition Report \$99.00;
- f. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- g. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

## **57. Advertising Boards and Access To The Premises**

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

## **58. Owners Corporation Rules (Where Applicable)**

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

## **59. Condensation and Mould**

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

## **60. Pot Plants and Furniture Placement**

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

## **61. Smoking**

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

## **62. Redirection of Mail and Disconnection of Services**

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

## **63. Notice to Vacate**

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

63.2 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 Renter must give written notice of the Renter's intention to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives notice.

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

## **64. Expiry of Fixed Term Agreement**

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

## **65. Keys**

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

## **66. Cleaning Premises Upon Vacating**

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

## **67. Bond Lodgement and Refund**

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

## **68. General**

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

## **69. General**

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

## **Rental Standards**

1. Are there deadlocks to all Entry doors?
  - A. If no, could one be fitted?
  - B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?
2. Is a vermin-proof rubbish bin supplied?
  - A. Is a vermin-proof recycle bin supplied?
  - B. Are the supplied bins provided by or are compatible with local council collection?
3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?
  - A. Are the toilets situated in a suitable housing/room?
4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes  No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

Yes  No

Comments

-

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes  No

Comments

-

## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes  No

Comments

-

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes  No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes  No

Comments

*[Sending certificates in separate email](#)*

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes  No

Comments

-

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes  No

Comments

-

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes  No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes  No

Comments

-

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes  No

Comments

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes  No

Comments

-

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes  No

Comments

-

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

Yes  No

Comments

-

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes  No

Comments

-

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes  No

Comments

-

### Renter Acknowledgement

1. Akriti Shrestha viewed and acknowledged at Wed, 30/10/2024 11:39
2. Priya Thapa viewed and acknowledged at Wed, 30/10/2024 11:05
3. Aman Shrestha viewed and acknowledged at Wed, 30/10/2024 11:03

## Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

### Primary Purpose

As professional property managers, **Harcourts Rata & Co** 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 **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.  
The database operator can be contacted for information on the service or to request a copy of the data held via email at [info@tenancydatabase.com.au](mailto:info@tenancydatabase.com.au) or by submitting the request form on their website at the following address  
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Harcourts Rata & Co** 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, **Harcourts Rata & Co** 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 **Harcourts Rata & Co** 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 **Harcourts Rata & Co** privacy policy can be viewed without charge on the **Harcourts Rata & Co** website; or contact your local **Harcourts Rata & Co** office and we will send or email you a free copy.

### Disclaimer

**Harcourts Rata & Co** 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. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

INFORMATION ONLY

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## Signatures

This agreement is made under the Act.

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

### Rental Provider

Rental Provider : **Ragini Anand**

*Ragini Anand*

Signed at Thu, 31/10/2024 12:58

### Renter(s)

Renter 1: **Akriti Shrestha**

*Akriti*

Signed at Wed, 30/10/2024 11:39

Renter 2: **Priya Thapa**

*Priya*

Signed at Wed, 30/10/2024 11:05

Renter 3: **Aman Shrestha**

*Aman Shrestha*

Signed at Wed, 30/10/2024 11:04

## AUDIT TRAIL

**Akriti Shrestha (Renter)**

Wed, 30/10/2024 11:36 - Akriti Shrestha clicked 'start' button to view the Residential Rental Agreement

Wed, 30/10/2024 11:39 - Akriti Shrestha stamped saved signature the Residential Rental Agreement

Wed, 30/10/2024 11:39 - Akriti Shrestha submitted the Residential Rental Agreement

**Priya Thapa (Renter)**

Wed, 30/10/2024 11:04 - Priya Thapa clicked 'start' button to view the Residential Rental Agreement

Wed, 30/10/2024 11:05 - Priya Thapa stamped saved signature the Residential Rental Agreement

Wed, 30/10/2024 11:05 - Priya Thapa submitted the Residential Rental Agreement

**Aman Shrestha (Renter)**

Wed, 30/10/2024 09:39 - Invite sent to Aman Shrestha

Wed, 30/10/2024 11:02 - Aman Shrestha clicked 'start' button to view the Residential Rental Agreement

Wed, 30/10/2024 11:04 - Aman Shrestha submitted the Residential Rental Agreement

**Ragini Anand (Rental Provider)**

Thu, 31/10/2024 12:52 - Ragini Anand clicked 'start' button to view the Residential Rental Agreement

Thu, 31/10/2024 12:58 - Ragini Anand stamped saved signature the Residential Rental Agreement

Thu, 31/10/2024 12:58 - Ragini Anand submitted the Residential Rental Agreement

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**AGREEMENT END**

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INFORMATION ONLY



# Valuation and rates notice

For the period 1 July 2024 to 30 June 2025



R Anand  
22 Lewin's Rail Avenue  
SOUTH MORANG VIC 3752

029  
R0\_63880

Assessment number: **0101568**



To receive your rates notice via email, register at [whittlesea.enotices.com.au](https://whittlesea.enotices.com.au)  
Reference No: 898F96EAFK

Issue date: **31/07/2024**

## Instalment 1

**\$437.46**

Due By 30/09/2024

\* If full payment of the instalment 1 amount is not received by **30 September 2024**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$437.00**

Due By 30/11/2024

Instalment 3 **\$437.00**

Due By 28/02/2025

Instalment 4 **\$437.00**

Due By 31/05/2025

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$1,748.46**

Due By 15/02/2025

Access free and discounted waste disposal vouchers online



Visit [whittlesea.vic.gov.au/wastevouchers](https://whittlesea.vic.gov.au/wastevouchers) to download your vouchers or call **9217 2170**.

### Property details 9 Ballarat Street LALOR VIC 3075

LOT 72 LP 69355

Owner: Anand Ragini

Ward: Lalor

### Valuation details

Site Value \$430,000 Capital Improved Value \$575,000 Net Annual Value \$28,750

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

### Rates and charges

#### Council Charges

General rate 28,750 x 0.04683579 \$1,346.53  
Waste Service Charge (Res/Rural) 1 x 205.70 \$205.70

#### State Government Charges

Fire services charge (Res) 1 x 132 \$132.00  
Fire services levy (Res) 575,000 x 0.00008700 \$50.03  
Waste Landfill Levy Res/Rural 1 x 14.20 \$14.20

**Total \$1,748.46**

Payments received after 15 July 2024 may not be included on this notice

### How to pay

[whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

BPAY



Bill Code: 5157  
Ref: 0101568

BPAY this payment via internet or phone banking

FlexiPay



Set up your flexible payment options.



Scan the QR code or visit

[whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au)



Post Billpay



Post Billpay Code: 0350  
Ref: 1015682

Pay in person at any post office:

131 816 or [postbillpay.com.au](https://postbillpay.com.au)

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



\*350 1015682



\*350 1015682

## Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

**Instalments** – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

**Lump sum** – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

## Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at [whittlesea-pay.enotices.com.au](https://whittlesea-pay.enotices.com.au) using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing [arrangements@whittlesea.vic.gov.au](mailto:arrangements@whittlesea.vic.gov.au)

## Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit [whittlesea.vic.gov.au/rates](https://whittlesea.vic.gov.au/rates) or call us on 9217 2170.

## Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

## Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

## Rate capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

## Date rates declared

21 May 2024

## Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

## Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au) or by calling 9217 2170. Health care cards are not accepted.

## Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

## Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at [ratingvaluationobjections.vic.gov.au](https://ratingvaluationobjections.vic.gov.au)

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

## Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

## Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

## Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

## Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

### Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,346.53
Farm*	0.02810147	\$807.92

\* Eligible ratepayers can apply for farm rate.  
Please see Council's website for the application form.



**City of  
Whittlesea**

📍 **South Morang**  
25 Ferres Boulevard,  
South Morang 3752  
Monday to Friday, 8.30am–5pm

📍 **Whittlesea**  
63 Church Street, Whittlesea 3757  
Monday to Friday, 9.30am–5pm

☎ 9217 2170 (including after hours emergencies)  
**National Relay Service**  
133 677 (ask for 9217 2170)

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)

🌐 [whittlesea.vic.gov.au](https://whittlesea.vic.gov.au)



**Free telephone  
interpreter service**

**131 450**

Arabic خدمة الترجمة الشفهية الهاتفية المجانية  
Chinese Simplified 免费电话传译服务  
Chinese Traditional 免費電話傳譯服務  
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων  
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување  
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان  
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ  
Turkish Ücretsiz telefonla tercümanlık servisi  
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

16th April 2025

INSTANT CONVEYANCING SERVICES

Dear INSTANT CONVEYANCING SERVICES,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	9 BALLARAT STREET LALOR 3075
<b>Applicant</b>	INSTANT CONVEYANCING SERVICES
<b>Information Statement</b>	30933965
<b>Conveyancing Account Number</b>	8945642714
<b>Your Reference</b>	12322

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [propertyflow@yvw.com.au](mailto:propertyflow@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	9 BALLARAT STREET LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	9 BALLARAT STREET LALOR 3075
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STATEMENT UNDER SECTION 158 WATER ACT 1989

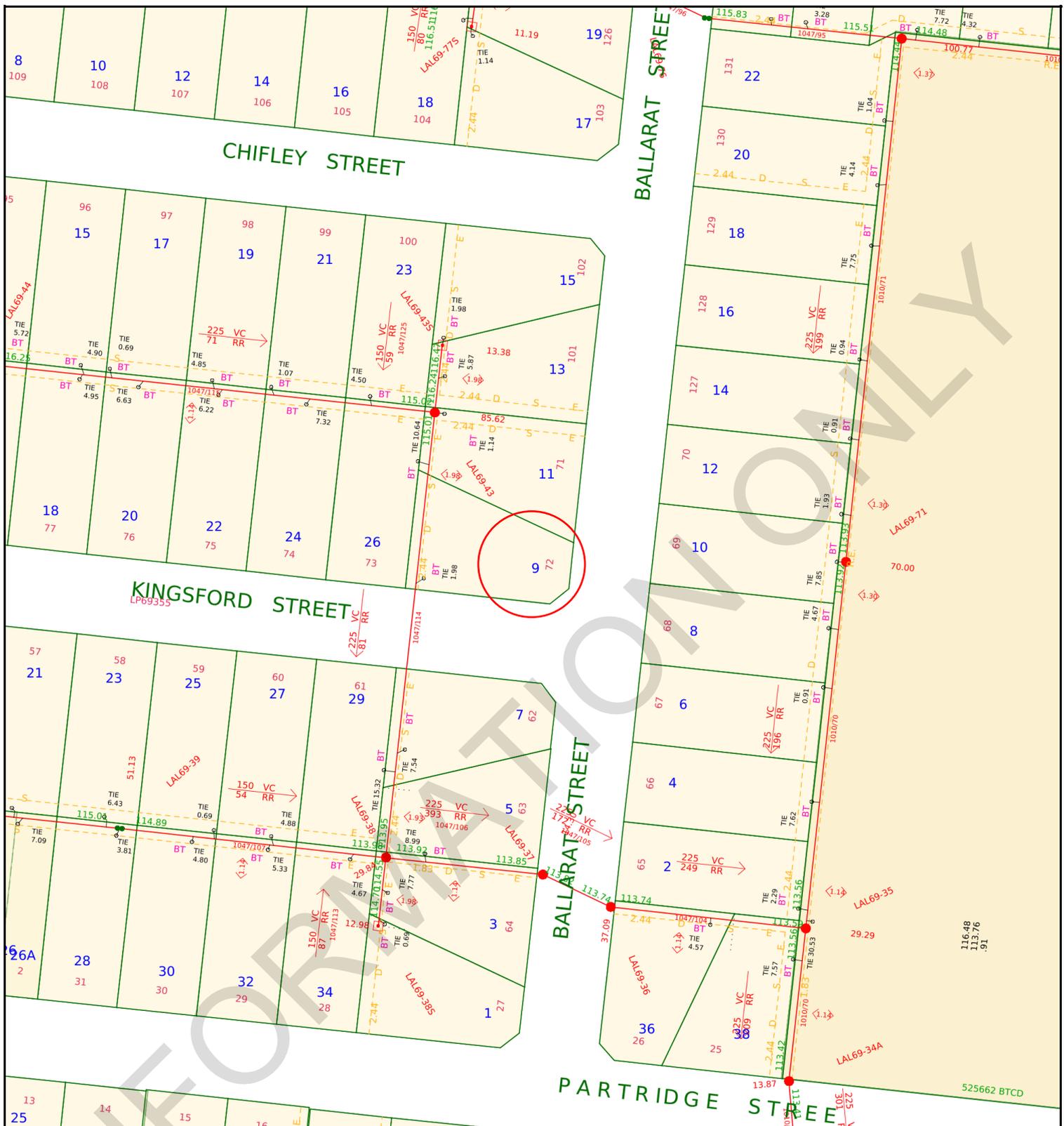
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30933965**

<b>Address</b>	9 BALLARAT STREET LALOR 3075
<b>Date</b>	16/04/2025
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

INSTANT CONVEYANCING SERVICES  
arun@instantconveyancing.com.au

## RATES CERTIFICATE

**Account No:** 1936755169  
**Rate Certificate No:** 30933965

**Date of Issue:** 16/04/2025  
**Your Ref:** 12322

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 BALLARAT ST, LALOR VIC 3075	72ILP69355	1222484	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$20.64
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$118.19
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$21.74
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$30.44
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$191.01



GENERAL MANAGER  
RETAIL SERVICES

**Note:**

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

**Property No:** 1222484

**Address:** 9 BALLARAT ST, LALOR VIC 3075

**Water Information Statement Number:** 30933965

## HOW TO PAY



**Billers Code:** 314567  
**Ref:** 19367551693

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

INFORMATION ONLY

**Instant Conveyancing Services**

PO Box 1353  
LALOR VIC 3075  
Tel: (03) 9939 6824  
Fax: (03) 9478 7868  
Ref: KN:AB:12322