Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	3/45 McLachlan Street, Golden Square 3555	
Vendor's name	Mark Rodney Ennor	**Date** 1 /07/ 26
Vendor's signature	Mark Ennor	
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

J+K LAW

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: $3,500.00

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.

None to the vendors knowledge.

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 **Tax reform scheme land**

(i) Is the land Tax Reform Scheme Land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024? ☐ Yes X No

(ii) The Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines most recently allocated to the land is:

120.6

(iii) If the land is Tax Reform Scheme Land, the Entry Date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is:

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

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

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

Is in the attached copies of title documents.

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate any account with a service provider prior to settlement, and the purchaser may need to have the service reconnected.

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

Is attached.

13. ATTACHMENTS

As per attached

Due diligence checklist

What you need to know before buying a residential property

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 10307 FOLIO 041

Security no : 124135540798Y
Produced 15/06/2026 02:35 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 338841R.
PARENT TITLE Volume 09980 Folio 699
Created by instrument PS338841R 22/11/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARK RODNEY ENNOR of 1 CANTERBURY STREET EAGLEHAWK VIC 3556
AE325962U 02/05/2006

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AE325963S 02/05/2006
COMMONWEALTH BANK OF AUSTRALIA

COVENANT S352715C 12/02/1993

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

DIAGRAM LOCATION

SEE PS338841R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 45 MCLACHLAN STREET GOLDEN SQUARE VIC 3555

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS338841R

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Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**15/06/2026 14:35**

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PLAN OF SUBDIVISION

STAGE NO. /

LTO use only **EDITION 3**

Plan Number **PS 338841R**

Location of Land

Parish: SANDHURST AT BENDIGO
Township: ———
Section: 2A
Crown Allotment: 21(PART) & 22 (PART)
Crown Portion: ———

LTO Base Record: PARISH (3473-A) SHEET 26
Title Reference: VOL. 9980 FOL. 699

Last Plan Reference: LP 220630 LOT 6
Postal Address: McLACHLAN STREET
(at time of subdivision) BENDIGO, 3550

AMG Co-ordinates E 254 560
(of approx. centre of land in plan) N 5 925 340 Zone: 55

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Council Certificate and Endorsement

Council Name: CITY OF GREATER BENDIGO Ref: S2373/94

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

OPEN SPACE

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

(ii) The requirement has been satisfied.

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

Council delegate
~~Council seal~~

Date 5 /10/96

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

Council Delegate
Council Seal

Date / /

Notations

Staging This ~~is~~/is not a staged subdivision
Planning Permit No.

Depth Limitation 15.24 METRES BELOW THE SURFACE APPLIES TO CROWN ALLOTMENT 21 ONLY
15 METRES BELOW THE SURFACE APPLIES TO CROWN ALLOTMENT 22 ONLY.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN : **Shown marked M**

EXTERIOR FACE : ALL OTHER BOUNDARIES

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s) In Proclaimed Survey Area No.

Easement Information

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

SECTION 12(2) OF THE SUBDIVISION ACT APPLIES TO ALL THE LAND IN THE SUBDIVISION.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG	C\E No. J687040	S.E.C.V.

LTO use only

Statement of Compliance/ Exemption Statement

Received ☑

Date 14 /11/96

LTO use only

PLAN REGISTERED

TIME 9.45

DATE 22 /11/96

Assistant Registrar of Titles

Sheet 1 of 2 Sheets

473 Hargreaves Street
Bendigo 3550
P. O. Box 493 Bendigo 3550
Telephone: (054)421033
Facsimile: (054)413648
• Project Managers • Planners • Surveyors • Engineers TOMKINSON

LICENSED SURVEYOR (PRINT) PAUL THOMAS TOMKINSON

SIGNATURE ..... DATE / /

REF 674201 VERSION 02

DATE / /

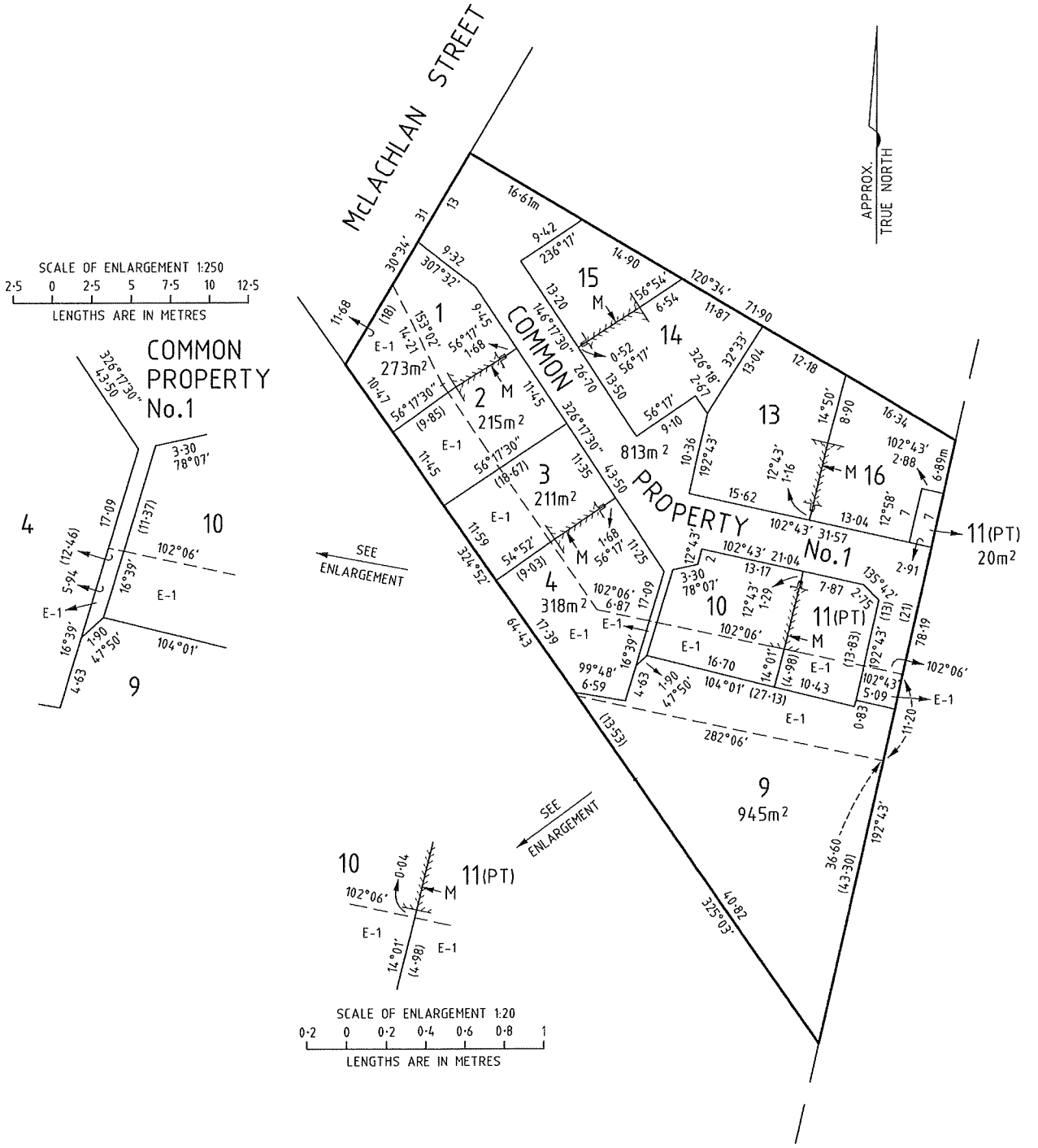
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

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PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
KEY PLAN	PS338841R



Tomkinson Group
PROJECT MANAGERS LICENSED SURVEYORS DEVELOPMENT PLANNERS CIVIL ENGINEERS
FREECALL: 1800 810 170 TEL: (03) 5442 1033 FAX: (03) 5441 3648
PO BOX 421, BENDIGO 3552 57 MYERS STREET, BENDIGO 3550
WEB: www.tomkinson.com EMAIL: bendigo@tomkinson.com
ISO 9001 FS520488

5 0 5 10 15 20 25
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:500	A3

LICENSED SURVEYOR (PRINT) PAUL THOMAS TOMKINSON

SIGNATURE..... DATE

REF 1010201 KEY VERSION 01 PLOTTED 11-11-2010 P.J.L.

SHEET 2

DATE / /

COUNCIL DELEGATE SIGNATURE

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY ON THIS PLAN BEING VOL. 10904 FOL. 088

MASTER PLAN (STAGE 1) REGISTERED DATE 22/11/96 TIME 9.45AM

PLAN NUMBER

PS338841R

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS 5 ,6 & PART OF COMMON PROPERTY NO.1	LOTS 12-15(BI)	AMENDMENT SECTION 32	PS338841R/D1	6/10/05	2	BALA
Lots 7, 8 and 12 and Common Property 1	Lots 9 - 11 and 16 and additional Common Property 1	Development plan	PS338841R/D2	24/11/10	3	RGM

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Titles Office Use Only

IMAGED

120293 1041 45 32 S352715C

Lodged at the Titles Office by

Central Vict. Conveyancing Co.

Code 470J

VICTORIA **TRANSFER OF LAND**

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land (Note 5)

CERTIFICATE OF TITLE VOLUME 9980 FOLIO 699

Consideration (Note 6)

THIRTY-TWO THOUSAND DOLLARS ($32,000-00)

Transferor (Note 7)

ALLAN JAMES WILD and BETTY WILD

Covenant

Transferee (Note 8)

MICHAEL BONANNO and CONNIE BONANNO
both of McQualter Road, Raywood

Estate and Interest (Note 9)

All our estate in fee simple

Directing Party (Note 10)

Comptroller of Stamps Use Only

Creation (or Reservation) of Easement and/or Covenant (Notes 11-12)

The said MICHAEL BONANNO and CONNIE BONANNO with the intent that the benefit of this convenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and that the burden of the Covenant shall be annexed to and run at law and in equity with the said land hereby transferred DO HEREBY COVENANT with the said ALLAN JAMES WILD and BETTY WILD and their heirs, administrators, assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the Plan of Subdivision No. 220630D and every part or parts thereof other than the land hereby transferred as follows:-

T2

Office Use Only

OFFICE OF TITLES VICTORIA

(a) That no main Building erected on the said Lot shall be other than of new materials and the outer walls thereof in brick, brick veneer or concrete masonry;

(b) That no fence, garage, shed or other outbuilding constructed partly or wholly of galvanised iron cladding or aluminium cladding shall be erected on the said Lot;

(c) That no building erected on the said Lot shall have a roof of corrugated galvanised iron;

(d) That no carport, garage shed or other outbuilding erected on the said Lot shall be other than of new materials.

AND it is agreed that the foregoing covenants shall be noted upon and appear on every future Certificate of Title for the land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

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Dated this 28th day of January, 1993 (Note 13)

Execution and Attestation (Note 14)

SIGNED by the Transferors) C J Wild
in the presence of :) B. Wild.

SIGNED by the Transferees) L. Bonanno
in the presence of :)

D Chambers.

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NOTES

1. This form must be used for any transfer by the registered proprietor—
   (a) of other than the whole of an estate and interest in fee simple
   (b) by direction
   (c) in which an easement is created or reserved
   (d) which contains a restrictive covenant or a covenant created pursuant to statute.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use an annexure sheet (Form A1) or (if there is space available) enter the information under the appropriate heading after any creation or reservation of easement or covenant. Insert only the words "See Annexure A" (or as the case may be) or "See overleaf" in the panel as appropriate.

   Multiple annexures may appear on the same annexure sheet but each must be correctly headed.

   All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed hereon or on an annexure sheet (Form A1).
6. Set out the amount (in figures) or the nature of the consideration. If the transfer is by direction show the various considerations
   e.g. $ ..... paid by B to A
   $ ..... paid by C to B

   In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. $ ..... which includes the amount owing under mortgage No. ..... .
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. Set out "All my estate and interest in the fee simple" (or other as the case may be).
10. If the transfer is by direction give the full name of any directing party and show the various considerations under the consideration heading.
11. Set out any easement being created or reserved and define the dominant and servient tenements.
12. Set out full details of any covenant and define the covenantee and the land to bear the burden and to take the benefit of the covenant.
13. The transfer must be dated.
14. If an executing party is a natural person execution should read "Signed by the transferor (transferee, directing party) in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

Harston, Partridge & Co. Pty. Ltd., Printers, Melbourne Telephone 428 1541 L.31

Department of Transport and Planning

Owners Corporation Search Report

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Produced: 15/06/2026 02:35:19 PM

OWNERS CORPORATION 1
PLAN NO. PS338841R

The land in PS338841R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 4, 9 - 11, 13 - 16.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MCLACHLAN STREET BENDIGO VIC 3550

PS338841R 22/11/1996

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	25	25
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Lot 9	25	25
Lot 10	13	13

Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS338841R

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

Land Parcel	Entitlement	Liability
Lot 11	12	12
Lot 13	12	12
Lot 14	13	13
Lot 15	12	12
Lot 16	13	13
Total	**200.00**	**200.00**

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

Statement End.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No:	PS 338841R
Address:	Unit 3, 45 McLachlan Street, Golden Square
This certificate is issued for:	Lot No. 3 on Plan of Subdivision No: 338841R
Postal address is:	c/o Tweed Sutherland First National Real Estate, 52 Mitchell St Bendigo Vic 3550
Applicant for the certificate is:	InfoTrack
Address for delivery of certificate:	ownerscorp@infotrack.com.au
Date that the application was received:	18 June 2026
The information in this certificate is issued on:	30 June 2026

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

1. The current annual fees for the lot annually are: $565.08

2. The date to which the fees for the lot have been paid up to is: 31 December 2026

3. The total of any unpaid fees or charges for the lot are: $0.00

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil

5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included above annual fees, maintenance fund and special fees are: There is a major water leak affecting common property driveway. Quotations are currently with the owners. Pending approval, a special levy may be required – cost unknown.

6. The owners corporation has the following insurance cover:
   (a) the name of the company- CHUiSaver Underwriting Agency P/L T/as Flex Insurance
   (b) the number of the policy- HS0006164292
   (c) the kind of policy- Strata Plan
   (d) the buildings covered- Yes
   (e) the building amount is $2,750,000
   (f) the public liability amount-is $20,000,000
   (g) the renewal date is 28/02/2027

7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: No

8. The total funds held by the owners corporation: $596.87

9. Are there any liabilities of the Owner's Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above?
   If so, then provide details: No

10. Are there any current contracts, leases, licences or agreements affecting the common property. If so, then provide details: No

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: No

12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied are? If so, then provide details: No

13. Are there any legal proceedings to which the Owner's Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: Yes, VCAT dispute of lot liability entitlement. Please contact management if more information required.

14. Has the Owner's Corporation appointed or resolved to appoint a manager?
    If so, then provide details: Yes
    Tweed Sutherland First National Real Estate
    52 Mitchell Street
    Bendigo Vic 3550

15. Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator? No

16. Documents required to be attached to the owners corporation certificate are:
    A copy of minutes from previous meeting
    A copy of the model rules
    A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

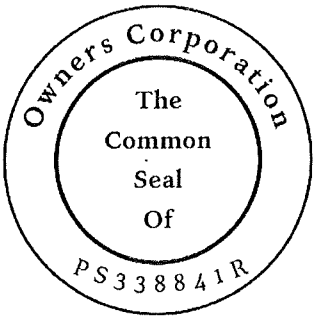
17. **NOTE:**
    More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:

    Charlize Sinclair
    Owners Corporation Property Manager
    Tweed Sutherland First National Real Estate
    52 Mitchell St
    Bendigo Vic 3550

This Owner's Corporation certificate was prepared by:

Charlize Sinclair

..... (signature)
Charlize Sinclair



ANNUAL GENERAL MEETING
MINUTES
Owners Corporation Plan No. PS 338841R

45 McLachlan Street, Golden Square

Date: 4th March 2026

Time: 4.30 PM

Venue: Tweed Sutherland First National Boardroom
52 Mitchell Street, Bendigo

Present: Caroline Curren, Sandra and Kevin Oakenfull, Brad Hall, John Cochrane, Daniel Ludwig, Joseph Lockwood and Shelley Euvrard & Wendy Twigg as Owners Corporation Managers.

Proxies: Mark Ennor in favour of Brad Hall and Paul Bauer in favour of John Cochrane

Quorum Present:

It was noted that given the above, a quorum was present for this meeting.

Welcome: Shelley Euvrard welcomed everyone to the meeting.

Financial Matters:

Financial Statement -

The financial statement for the year was discussed, and it was r***esolved*** that it be accepted.

In favour: All **Against: Nil** **Carried**

Insurance -

Insurance renewal was tabled at $4723.00 with building cover at $2,750,000.

It was **resolved** to accept the insurance renewal.

In favour: All **Against: Nil** **Carried**

Proposed Budget -

There was also discussion surrounding the proposed budget.

It was **resolved** to accept the proposed budget.

In favour: All Against: Nil Carried

Interim Arrangement -

It was noted that there is currently a dispute regarding lot liability and lot entitlement before the Victorian Civil and Administrative Tribunal (VCAT).

In accordance with the Owners Corporations Act 2006 (Victoria), the Owners Corporation is required to maintain reinstatement and replacement insurance for the building. To ensure the insurance premium is paid when due and the property remains adequately insured, an interim arrangement has been implemented.

It was resolved that, on a temporary basis, the insurance premium will be shared between all lot owners equally for Units 1-10 at 8.5% each and Unit 11 at 15%, pending the outcome of the current lot liability and entitlement dispute before the Victorian Civil and Administrative Tribunal (VCAT).

It was further noted that this arrangement is strictly interim and does not constitute a permanent change to lot liability or lot entitlement. Once the VCAT decision is issued, the Owners Corporation will review the determination and make any necessary adjustments to contributions to ensure they align with the final lot liability schedule.

General Business:

Water Leak - Common Driveway -

It was noted that the water leak in the common driveway is worsening and requires urgent repair. A quotation from Barber Plumbing was previously tabled in the amount of $3,520.00 (incl. GST).

It was resolved that Owners Corporation Management will obtain a second quotation and request Barber Plumbing to update their existing quote. The lowest quotation received will be accepted, and the works arranged accordingly.

Letterbox Repairs -

It was noted that several letterboxes require repair.

It was resolved that these repairs be placed on hold at this time.

Front Fence Repairs -

It was noted that repairs to the front fence are estimated to cost approximately $120 - $150.

It was resolved not to proceed with the repairs at this stage.

Speeding and Parking Signs -

It was noted that signage relating to speeding and parking would cost approximately $200.

Caroline Curren advised that she will purchase the signs, and Brad Hall advised that he will arrange installation.

Insurance Valuation -

It was noted that an insurance valuation is required to be undertaken every five (5) years.

It was resolved that quotations be obtained and the lowest quotation accepted.

Maintenance Fund -

The meeting discussed the implementation of a maintenance fund to assist with covering the cost of future maintenance and repairs.

It was resolved that upcoming costs will be considered and levies raised as required when expenses arise.

Meeting Close -

There being no further business, the meeting closed at 5.30 pm

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Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

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

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

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

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

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

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

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

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Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

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Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

City of Greater Bendigo

Land Information Certificate

Your Reference: 80846776-018-1:97782
Certificate Number: 144242

Assessment Number: 125483 8 **Issue Date: 16-Jun-2026**

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Property and Valuation Details	
Property Address	3/45 McLachlan Street, GOLDEN SQUARE 3555
Parcel Details	Lot 3 PS 338841R
Site Value	$156,000
Capital Improved Value	$212,000
Net Annual Value	$10,600
Basis of Valuation	Capital Improved Value
Level of Valuation Date	01-Jan-2025
Valuation Operative Date	01-Jul-2025
AVPCC	120.6 - Subdivided Unit

Rates and Charges	Current Amount Levied
General Rates	$625.50
Garbage Charge	$346.00
Emergency Services and Volunteer Fund	$172.65
Total Levied	**$1,144.15**
Arrears Outstanding	$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	$0.00
Total Outstanding	**$0.00**

Other Property Debt	$0.00

Total Outstanding for Property: $0.00

Biller Code: 268813
Ref: 1254838

Katelyn Stone
Coordinator of Rates & Valuations

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

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

Prescribed information

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

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

General information

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

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

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

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

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

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

Rates and charges

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

Other information

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

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

Please note

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

Property Clearance Certificate

Land Tax

INFOTRACK / J & K LAW

Your Reference: 2617008
Certificate No: 10064318
Issue Date: 15 JUN 2026
Enquiries: ESYSPROD

Land Address: UNIT 3, 45 MCLACHLAN STREET GOLDEN SQUARE VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25705910	3	338841	10307	41	$975.00

Vendor: MARK RODNEY ENNOR
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MARK RODNEY ENNOR	2026	$156,000	$975.00	$0.00	$975.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$212,000
SITE VALUE (SV):	$156,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$975.00**

Notes to Certificate - Land Tax

Certificate No: 10064318

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $156,000

Calculated as $975 plus ($156,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $2,120.00

Taxable Value = $212,000

Calculated as $212,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 10064318

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 10064318

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / J & K LAW

Your Reference: 2617008

Certificate No: 10064318

Issue Date: 15 JUN 2026

Enquires: ESYSPROD

Land Address: UNIT 3, 45 MCLACHLAN STREET GOLDEN SQUARE VIC 3555

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25705910	3	338841	10307	41	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$212,000
SITE VALUE:	$156,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10064318

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / J & K LAW

Your Reference:	2617008
Certificate No:	10064318
Issue Date:	15 JUN 2026

Land Address: UNIT 3, 45 MCLACHLAN STREET GOLDEN SQUARE VIC 3555

Lot	Plan	Volume	Folio
3	338841	10307	41

Vendor: MARK RODNEY ENNOR

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 10064318

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 10064319

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 10064319

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Residential Rental Agreement

no more than 5 years

Residential Tenancies Act 1997 **(Section 26(1))**
Residential Tenancies Regulations 2021 **Regulation 10(1)**

- This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to *Renters Guide* for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

PART A – BASIC TERMS

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

1. Date of agreement

This is the date the agreement is signed: 21/05/2025

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

Street: 3/45 McLachlan St
Suburb: Golden Square State: VIC Postcode: 3555

3. Rental provider's details

Full name or Company name: Mark Ennor C/- Greater Bendigo Real Estate
ABN/ACN (if applicable):

(Please fill out details below where no agent is acting for the rental provider)

Address:
State: Postcode:
Phone number: Email:

Full name or Company name:
ABN/ACN (if applicable):

(Please fill out details below where no agent is acting for the rental provider)

Address:
State: Postcode:
Phone number: Email:

Rental provider's agent's details

Full name: Greater Bendigo Real Estate Pty Ltd
Trading name: Ray White Bendigo
Address: 27 Queen Street
Bendigo State: VIC Postcode: 3550
Phone number: 0354438500 ABN/ACN (if applicable): 41601987106
Email address: pmadmin.bendigo@raywhite.com

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**: Zaw Mar
Current address: _____
_____ State: _____ Postcode: _____
Phone number: ********* ABN/ACN: _____ Email: sawdah166@gmail.com

Full name of **renter 2**: Tin Yee
Current address: _____
_____ State: _____ Postcode: _____
Phone number: _____ Email: _____

Full name of **renter 3**: _____
Current address: _____
_____ State: _____ Postcode: _____
Phone number: _____ Email: _____

Full name of **renter 4**: _____
Current address: _____
_____ State: _____ Postcode: _____
Phone number: _____ Email: _____

Note: If there are more than four renters, include details on an extra page.

5. Length of the agreement

☑ Fixed term agreement

Start date: 23 / 08 / 2025
(this is the date the agreement starts and you may move in)
End date: 22 / 08 / 2026

☐ Periodic agreement (monthly) Start date: _____

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount ($) (payable in advance) 340.00 week
To be paid per ☑ week ☐ fortnight ☐ calendar month
Day rent is to be paid When due
(e.g. each Thursday or the 11th of each month)
Date first rent payment due: 23 / 08 / 2025

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than $900 per week). 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) 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 of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount ($): 1,390.00
Date bond payment due: 23/08/2024

PART B – STANDARD TERMS

8. Rental provider's preferred methods of rent payment

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

(Rental provider to tick available methods of rent payment)

☑ direct debit ☐ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☐ other electronic form of payment, including Centrepay Ailo

Payment details (if applicable): Ailo: Fee Free One Off Transfer, Ailo: Direct Debit, Ailo: Debit Card, Ailo: Credit Card

~~BSB no.~~ ~~Account no.~~
~~Account name~~
~~Payment reference~~

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

Rental provider 1: ☑ Yes - insert email address, mobile phone number or other electronic contact details markennor@bigpond.com
☐ No

Rental provider 2: ☐ Yes - insert email address, mobile phone number or other electronic contact details
☐ No

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

(Renter to tick as appropriate)

Renter 1: ☑ Yes - insert email address, mobile phone number or other electronic contact details sawdah166@gmail.com
☐ No

Renter 2: ☑ Yes - insert email address, mobile phone number or other electronic contact details
☐ No

Renter 3: ☐ Yes - insert email address, mobile phone number or other electronic contact details
☐ No

Renter 4: ☐ Yes - insert email address, mobile phone number or other electronic contact details
☐ No

Note: If there are more than four renters, include details on an extra page.

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 Isabella Pearce
Emergency contact phone number
Emergency contact email address isabella.pearce@raywhite.com

11. Professional cleaning

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

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

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

12. Owners corporation (formerly body corporate)

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

☑ no ☐ yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

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

(Rental provider to tick as appropriate)

☑ The condition report has been provided.

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

PART C – SAFETY-RELATED ACTIVITIES

14. Electrical safety activities

- The rental provider must ensure an electrical safety check is conducted every two years by a licensed or registered electrician of all electrical installations, appliances and fittings provided by a rental provider in the rented premises, and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- 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 a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises 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 commencement of the agreement, must provide the renter with the following information in writing:

(i) Information about how each smoke alarm in the rented premises operates; and

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

(iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

17. Swimming pool barrier safety activities

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

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

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

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

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

18. Relocatable swimming pool safety activities

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

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

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under ***Building Act 1993*** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. Bushfire prone area activities

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

(a) 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.

(b) 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 ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

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.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- 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.
- must keep the premises reasonably clean.

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.
- must maintain the premises in good repair and in a fit condition for occupation.
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter:

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

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs Victoria website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.
- 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 at www.consumer.vic.gov.au/renting.

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
  - a personal safety intervention order.

Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

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 www.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 they have 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:

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

Non-urgent repairs

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

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

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

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, the 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.

Access and entry

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection, but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - 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.

Pets

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

PART E - ADDITIONAL TERMS

21. Further Details (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 55 81 81 for further information or visit unfair contract terms at the Consumer Affairs Victoria website.

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

Additional General Terms

RayWhite.

21.1 Residential Tenancies Act 1997

(a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('**Act**').

(b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

21.2 Renter's obligations

The renter must not:

(a) use the premises for any other use than its place of residence;

(b) permit, cause or use the premises for any illegal or unauthorised purpose;

(c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;

(d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.

(e) use any of the rental provider's fixtures or fittings for any other use than the intended use;

(f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;

(g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;

(h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;

(i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;

(j) smoke or permit any invitee to smoke within the premises;

(k) without the consent of the rental provider:

(i) affix any satellite dishes, television cables or antennas to the premises;

(ii) install any air-conditioning units on the premises; or

(iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox,

and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

21.3 Maintenance and repairs

(a) The renter must:

(i) keep the premises in good condition and repair (subject to reasonable wear and tear);

(ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;

(iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);

(iv) keep the premises clear of any rubbish;

(v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;

(vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and

(vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and

(viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

21.4 Owners Corporation

(a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.

(b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

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21.5 **End of occupancy**

At the expiration or earlier determination of this agreement, the renter must:

(a) deliver vacant possession of the premises to the rental provider;

(b) deliver to the rental provider or its agent all keys and security devices;

(c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and

(d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

21.6 **Insurance**

(a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.

(b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

21.7 **Privacy**

(a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).

(b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:

(i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;

(ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).

(c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

21.8 **Counterparts and Execution**

(a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.

(b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:

(i) will be treated as an original counterpart;

(ii) is sufficient evidence of the execution of the original; and

(iii) may be produced in evidence for all purposes in place of the original.

(c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.

(d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

(e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:

(i) computer generated;

(ii) by computer pen;

(iii) by a typed mark or name; or

(iv) physically signed on paper and scanned electronically.

(f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:

(i) is made on its execution by all parties to it (including electronic signature);

(ii) need not be executed and exchanged in counterparts; and

(iii) constitutes an original document in an electronic format.

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Additional General Terms

(g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:

(i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;

(ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and

(iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party

(h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

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Forms Live Sign
Page: 11 / 15
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RayWhite.

21.9 Additional Terms

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Additional Term

Rental increase

1. By completing this additional term, the parties agree that the rent will be increased during the fixed term agreement as follows:

   a. on 23 / 08 / 2025, the Rent will be increased to $ 340 per week; and

   b. on _____, the Rent will be increased to $ _____ per _____.

   Note: The rental provider or agent must not increase the rent more than once in any 12-month period, for rental agreements starting on or after 19 June 2019.

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22. Signatures

This agreement is made under the ***Residential Tenancies Act 1997 (Vic)***.

Before signing you must read **Part D–Rights and Obligations** in this form.

Rental provider

Signature of rental provider 1 (or managing agent)

Isabella Pearce

Dated 22/05/2025

Signature of rental provider 2 (or managing agent)

Dated

Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1

Zaw Mar

Dated 21/05/2025

Signature of renter 2

Tin Yee

Dated 21/05/2025

Signature of renter 3

Dated

Signature of renter 4

Dated

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

Mandatory Disclosures

RayWhite.

Property Address

Street: 3/45 McLachlan St

Suburb: Golden Square State: VIC Postcode: 3555

Rental Provider 1

Full name: Mark Ennor C/- Greater Bendigo Real Estate

Rental Provider 2

Full name:

Rental Provider 3

Full name:

Part A – Purpose

A rental provider is required by law to disclose particular information about the rental property before a renter enters into a rental agreement.

This form may be used by rental providers to provide information about the rental property.

Part B – Mandatory disclosures checklist

A rental provider is required by law to disclose particular information about the rental property before a renter enters into a rental agreement.

The following information is being disclosed by the rental provider in relation to the rental premises.

(rental provider to tick boxes as applicable - you must answer every question):

		Yes	No
1.	I intend to sell the premises	☐	☑
	If Yes:		
	a. I have engaged an agent to sell the property	☐	☐
	b. A contract of sale has been prepared for the property	☐	☐
2.	A mortgagee is taking action to possess the premises	☐	☑
	a. A mortgagee has commenced proceedings to enforce the mortgage	☐	☑
3.	I am the owner of the property	☑	☐
or	I am not the owner of the property but I have a right to rent the property out	☐	☐
4.	The premises are supplied with electricity from an embedded electricity network	☐	☐
	If Yes:		
	Trading name of the embedded network operator		
	ABN of the embedded network operator		
	Phone number of the embedded network operator		
	Website address of the embedded network operator		
	Electricity tariffs and all other fees and charges applicable (or where that information may be accessed)		
5.	To the best of my knowledge, the property or common property has been the location of a homicide in the last 5 years	☐	☑
6.	The property meets the rental minimum standards *The rental minimum standards are set out at https://www.consumer.vic.gov.au/rentalstandards.*	☑	☐

7.	In the last 3 years, I have received a repair notice(s) seeking repair of mould or damp caused by or related to the building structure. (*This disclosure requirement only starts after 31 December 2021*)	☐	☑
8.	When an electricity safety check was last conducted at the premises		
9.	When a gas safety check was last conducted at the premises		
10.	When a pool barrier compliance check was last conducted at the premises (if applicable)		
11.	Whether there are any outstanding recommendations from the electricity or gas check If the answer is yes, a description of the outstanding recommendations is to be provided in 'Further information' below	☐	☐
12.	The property is a heritage listed place on the Heritage Register	☐	☑
13.	To the best of my knowledge, the property has been used for the trafficking or cultivation of a drug of dependence in the last 5 years	☐	☑
14.	To the best of my knowledge, the property has asbestos (friable or non-friable) based on an inspection by a suitably qualified person	☐	☑
15.	To the best of my knowledge, the property is affected by a building or planning application lodged with a relevant authority	☐	☑
16.	The rental premises are the subject of a 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 the answer is yes, a description of the notice, order, declaration, report or recommendation must be provided in 'Further Information' below	☐	☑
17.	There is a current domestic building work dispute under the *Domestic Building Contracts Act 1995* relating to the premises	☐	☑
18.	There is a current dispute under Part 10 of the *Owners Corporations Act 2006* which applies to or affects the premises	☐	☑
19.	Whether the premises is subject to any owners corporation rules (*rental provider to attach the rules to this application form*)	☐	☑

Further information about any disclosures outlined above

Rental Provider's declaration

I declare that the information given on this form is true and correct to the best of my knowledge.

Rental Provider signature: Mark Estate Of- Greater Bridge Real Estate

Date: 04/07/2024

Rental Provider signature:

Date:

Rental Provider signature:

Date:

Rental Provider signature:

Date:

PROPERTY REPORT

Energy, Environment and Climate Action

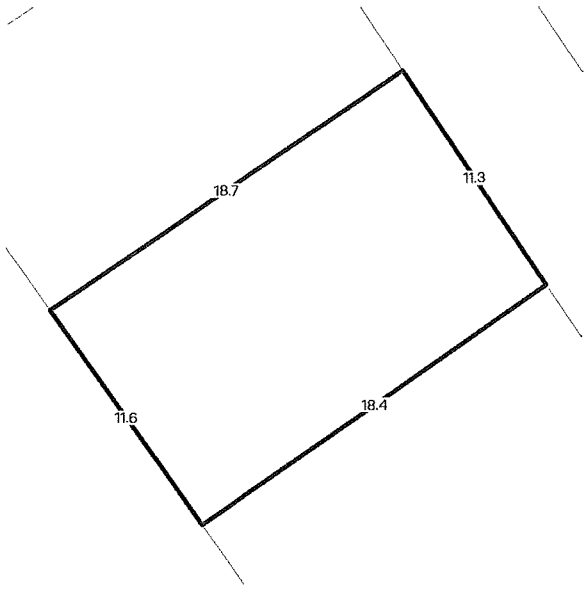
Created at 15 June 2026 02:35 PM

PROPERTY DETAILS

Address:	**3/45 MCLACHLAN STREET GOLDEN SQUARE 3555**
Lot and Plan Number:	**Lot 3 PS338841**
Standard Parcel Identifier (SPI):	**3\PS338841**
Local Government Area (Council):	**GREATER BENDIGO** www.bendigo.vic.gov.au
Council Property Number:	**215360**
Directory Reference:	**Vicroads 607 N12**

SITE DIMENSIONS

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



Area: 212 sq. m
Perimeter: 60 m
For this property:
—— Site boundaries
—— Road frontages

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

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

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

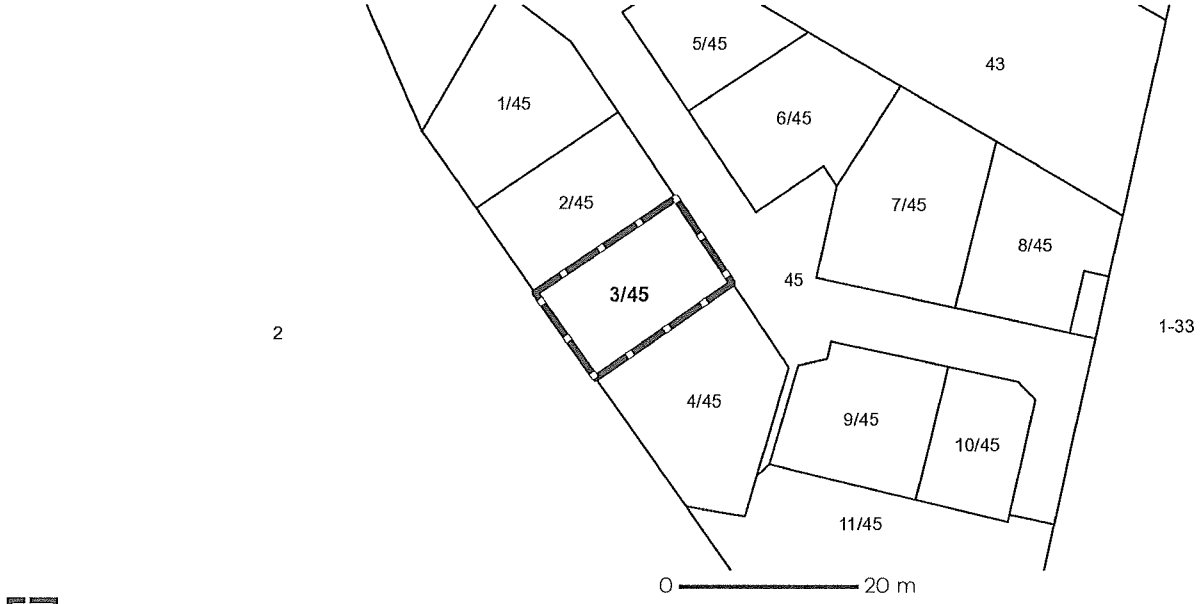
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

VICTORIA State Government | Energy, Environment and Climate Action

Area Map



Selected Property

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PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 15 June 2026 02:35 PM

PROPERTY DETAILS

Address:	**3/45 MCLACHLAN STREET GOLDEN SQUARE 3555**
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Council Property Number:	**215360**
Planning Scheme:	**Greater Bendigo** Planning Scheme - Greater Bendigo
Directory Reference:	**Vicroads 607 N12**

UTILITIES

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Melbourne Water:	**Outside drainage boundary**
Power Distributor:	**POWERCOR**

STATE ELECTORATES

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

OTHER

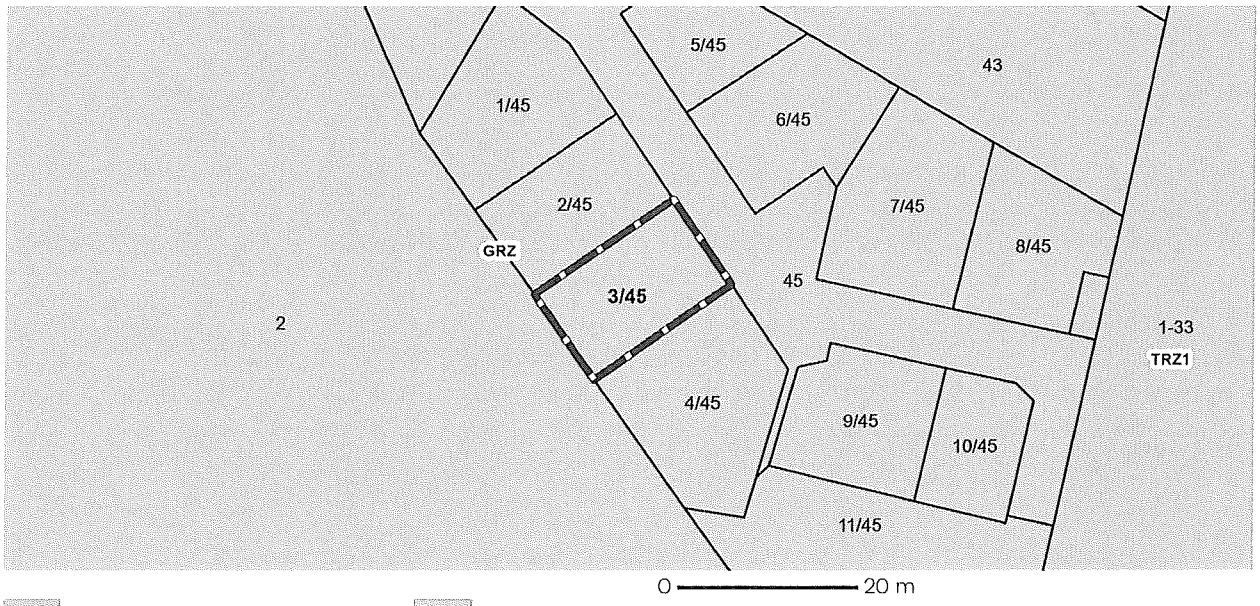
Registered Aboriginal Party:	**Dja Dja Wurrung Clans Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (GRZ)



GRZ - General Residential

TRZ1 - State Transport Infrastructure

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

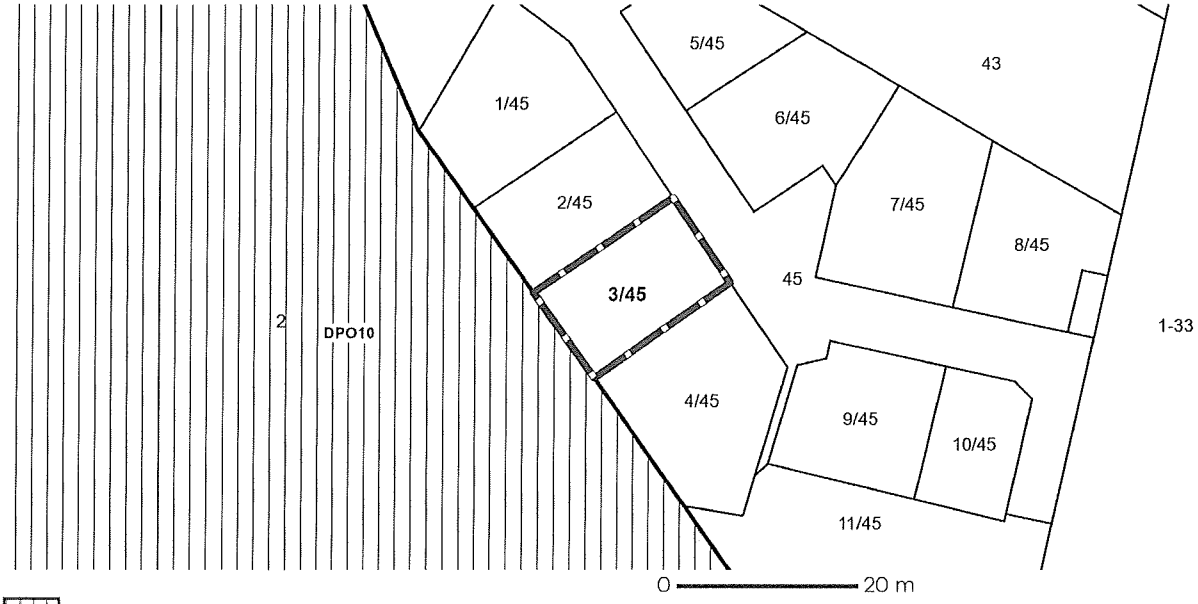
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)



DPO - Development Plan Overlay

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

Further Planning Information

Planning scheme data last updated on 11 June 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

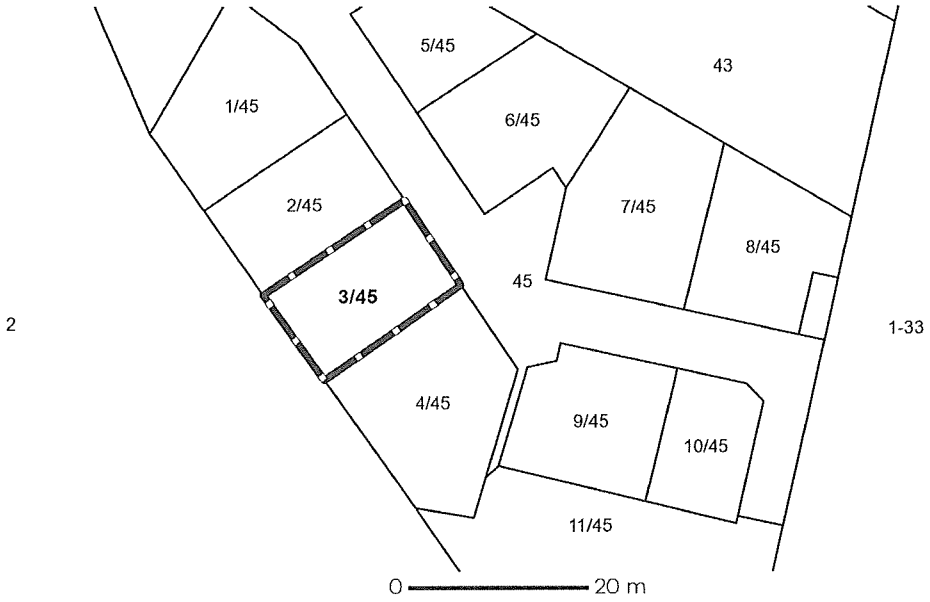
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

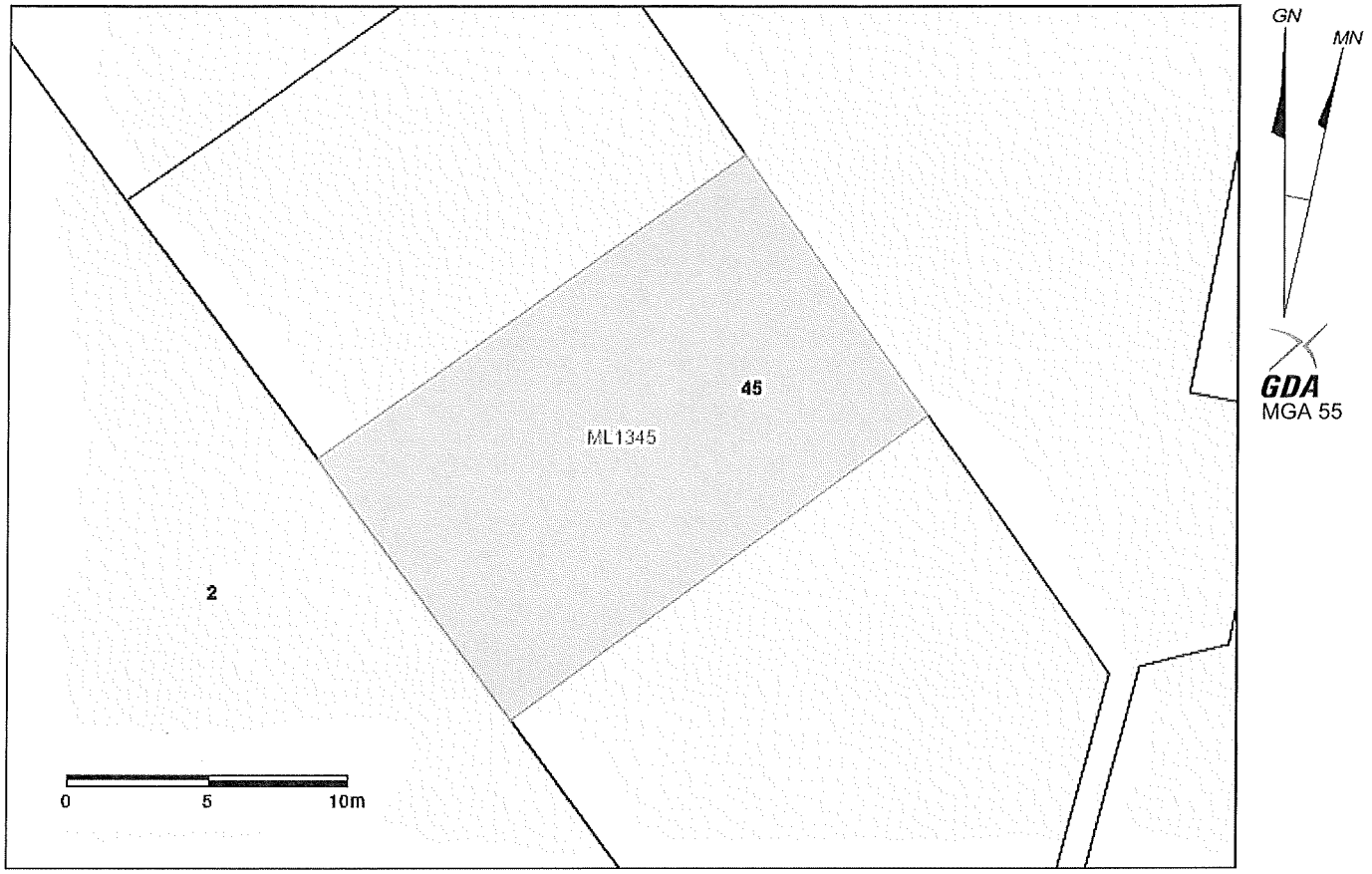
You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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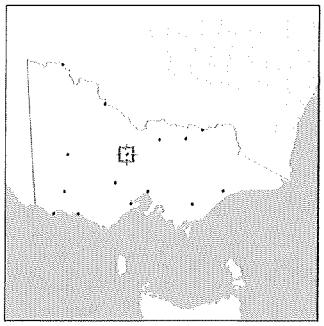
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic)

HISTORIC MINING ACTIVITY ANALYSIS REPORT

Address: 3/45 MCLACHLAN STREET GOLDEN SQUARE 3555



Locality Map



Result of Search:

Our records do not indicate the existence of any mining activity on this site, but the site may be over or close to known mining activity. Note that there may be unrecorded mine openings connecting with such activity. (2)

Details (as at 15 June, 2026)

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

For queries, contact:

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

Summary of Important Overlaps

Details of Important Overlaps

Note: If there is no information displayed, less important overlaps may exist, or activity may be in the same general locality of the selected property.

Legend

Deep Lead Lines

Deep Lead Lines

Deep Lead Polygons

Deep Lead Polygons

Expired Tailings Licences

Expired Gold Mining Leases - 1860s to 1958

Expired Gold Mining Leases - 1860s to 1958

Expired Mineral Leases - 1860s to 1966

Expired Extractive Industry Tenements

Expired Mining Licences and Leases

Current Extractive Industry Work Authorities

Current Mining Licences and Leases

Mines and Mineral Occurrences

- MAJOR
- INTERMEDIATE
- MINOR
- UNKNOWN

Property - Address

Roads (vmtrans)

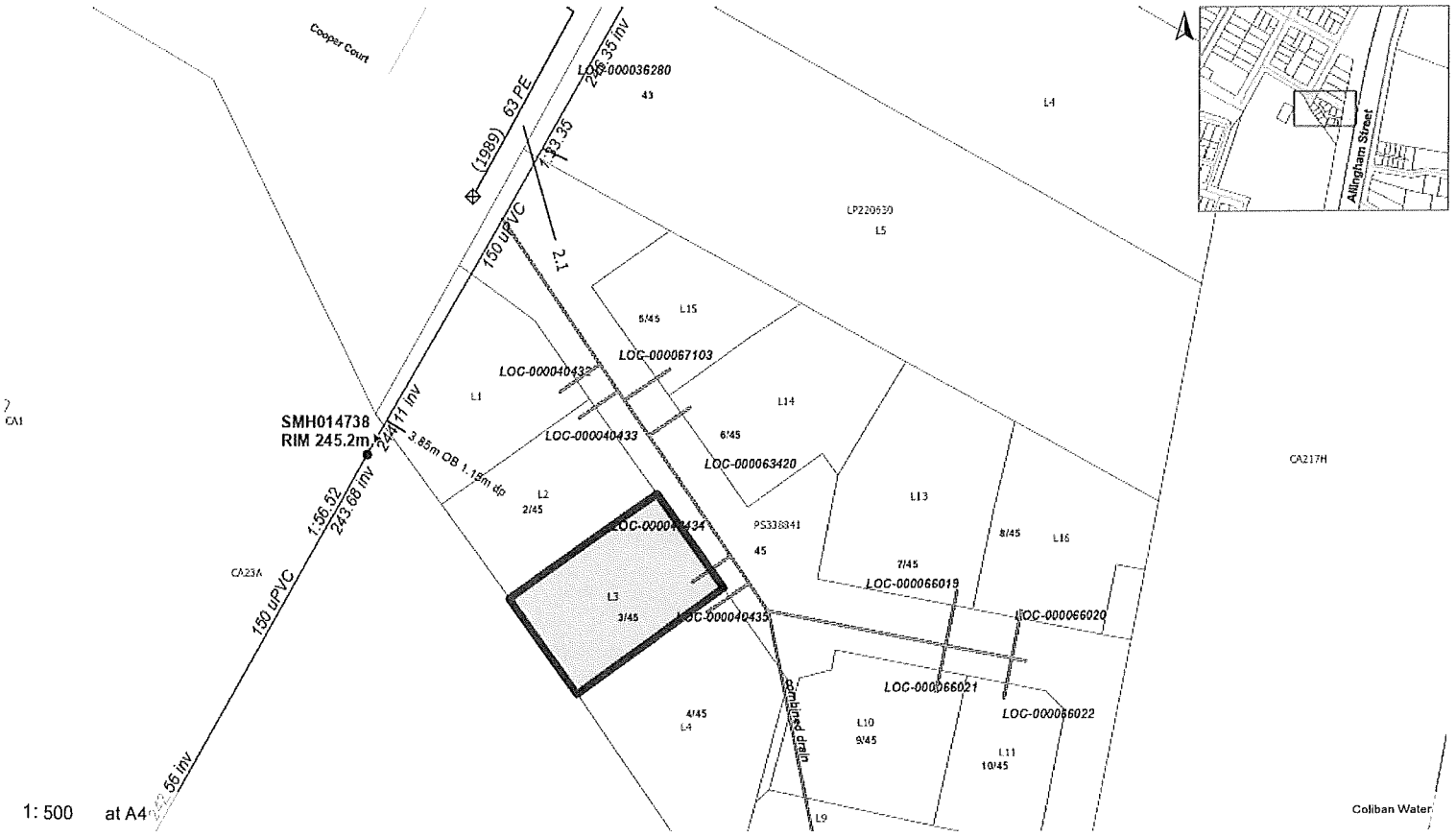
- Freeway
- Highway
- Main Road
- Medium Road
- Other Roads

Towns (25K)

- Locality
- Small Town
- Town
- Large Town
- Major Town
- Regional Centre
- City

3/45 MCLACHLAN STREET GOLDEN SQUARE 3555

Date: 15/06/26



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