DATED 2025

**SUKHPREET KAUR**

to

---

## CONTRACT OF SALE OF REAL ESTATE

---

**Property: 54 Edenvale Boulevard, Wollert VIC 3750**

**ADVANCED CONVEYANCING**
Suite 801, Level 8, 365 Little Collins Street
MELBOURNE VIC 3000
Phone: 03 7036 1526
Ref: LN:MN255388

# CONTRACT OF SALE OF LAND

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

# CONTRACT OF SALE OF LAND

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

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

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

..... on ...../……/2025

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

State nature of authority, if applicable: .....

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

**SIGNED BY THE VENDOR:** .....

..... on ...../……/2025

**Print names(s) of person(s) signing:** **SUKHPREET KAUR**

State nature of authority, if applicable: .....

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

# PARTICULARS OF SALE

**Vendor's estate agent**

**Harcourts Rata & Co**

Of: 769 High Street, Epping VIC 3076

Email: sold@rataandco.com.au

Tel: Fax: Ref: Bal Singh

**Vendor**

**SUKHPREET KAUR**

**Vendor's legal practitioner or conveyancer**

**ADVANCED CONVEYANCING**

Suite 801, Level 8, 365 Little Collins Street, Melbourne VIC 3000

Email: Info@advancedconveyancing.com.au

Mob: 0404 570 666 Ref: MN255388

**Purchaser**

Of

Email: M b:

**Purchaser's legal practitioner or conveyancer**

Of:

Email:

Tel: Mob: Fax: Ref:

**Land** (general conditions 7 an 13)

The land is descr bed in the able below –

| Certificate of Title reference | | | | being lot | on plan |
|---|---|---|---|---|---|
| Volume | 11834 | Folio | 312 | 502 | PS 734549D |

If no titl or pl n references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement a tached t e section 32 statement

The l nd includes all improvements and fixtures.

**Property address**

The address of the land is: 54 Edenvale Boulevard, Wollert VIC 3750

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

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

**Payment**

Price $

Deposit $ by (of which has been paid)

Balance $ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*: **Please see the Lease Agreement as attached.**

(**only one of the boxes below should be checked after carefully reading ny applicab e lease or tenancy document*)

☐ a lease for a term ending on ……. / ……. /20… with [……] options to renew, each of [……] years

OR

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

OR

☐ a periodic tenancy determinable by notic

**Terms contract** (general condition 30)

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

**Loan** (general condition 20

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

Lender: .....

Loan amount: ..... Approval date: .....

**Building repo t**

☐ Gene al condition 21 applies only if the box is checked

**est repor**

☐ General condition 22 applies only if the box is checked

**Special conditions**

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

# Special Conditions

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

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

**1 ACCEPTANCE OF TITLE**

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

EC

**2 ELECTRONIC CONVEYANCING**

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

2.1 This special condition has priority over any other provision to the exten of any inconsistency. This special condition applies if the contract of sale specifies, or the parties s bsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in acc rdance with the *Electronic Conveyancing National Law*.

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

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

2.4 The vendor must open the E ectro ic Workspace ("workspace") as soon as reasonably practicable. The workspace is an e ectronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation. The purchaser must anticipate the PEXA work pace c eated by the vendor to proceed with settlement.

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

2.6 S ttlement ccurs when the workspace records that:
(a) he exchan e of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

2.7 The parties must do everything reasonably necessary to effect settlement:
(a) electronically on the next business day, or
(b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 The vendor must before settlement:
(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

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

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

**3 PLANNING SCHEMES**

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

**4 NO REPRESENTATIONS**

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

**5 PAPER SETTLEMENT**

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

**6 DWELLING**

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

**7 DEPOSIT**

The deposit payable h reunder sha l be ten per centum (10%) of the purchase price.

**8 AUCTION**

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

**9 GUARANTEE**

If a company pu chases the property:
(a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
(b) The directors of the company must sign the guarantee attached to this contract and deliver it to he vendor within 7 days of the day of sale.

**10 FIRB APPROVAL**

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

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

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

**11 CONDITION OF PROPERTY**

11.1 The property and any chattels are sold:

(a) in their present condition and state of repair;

(b) subject to all defects latent and patent;

(c) subject to any infestations and dilapidation;

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

(e)Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser ccepts the location of all buildings and shall not make any claim in relation thereto

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

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

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

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

The purchase agree not to seek to terminate, rescind or make any objection, requisition or claim for compensatio in relation to anything referred to in this special condition.

## 12 DEFAULT NOT REMEDIED

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

(a) All costs associated with obtaining bridging finance to complete the vendor’s purchase of another property, and interest charged on such bridging finance.

(b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.

(c) Accommodation and/or storage expenses necessarily incurred by the Vendor.

(d) Costs and expenses as between the Vendor’s Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be $900.00 (plus GST).

(e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

**13 LOAN**

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

**14 RESCHEDULED SETTLEMENT**

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

**15 SWIMMING POOL OR SPA**

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

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

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

**16 STATEMENT OF ADJUSTMENTS**

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

**17 GC 23 – SPECIAL CONDITION**

For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies. Therefore, any such amounts will not be considered r adjusted a part of the periodic outgoings under this contract.

**18 GC 28 – SPECIAL COND TION**

General Condition 28 does n t apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies. Consequently, the obligations or adjustments described in General Condition 28 will not be app cable to those amounts governed by sections 10G or 10H of the Sale of Land Act 1962.

# General Conditions

## Contract Signing

**1 ELECTRONIC SIGNATURE**

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

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

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

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

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

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

**2 LIABILITY OF SIGNATORY**

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

**3 GUARANTEE**

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

**4 NOMINEE**

The purchaser may n later than 14 days before the due date for settlement nominate a substitute or additional per on to take a transfer of the land, but the named purchaser remains personally liable for the due perf rmance of all the purchaser’s obligations under this contract.

## Title

**5 ENCUMBRANCES**

5 1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

**6 VENDOR WARRANTIES**

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

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

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
(a) public rights of way over the land;
(b) easements over the land;
(c) lease or other possessory agreement affecting the land;
(d) notice or order directly and currently affecting the land which will not be dealt with at set lement, other than the usual rate notices and any land tax notices;
(e) legal proceedings which would render the sale of the land void or voidabl r capable of being set aside.

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

6.6 If sections 137B and 137C of the Building Act 1993 apply to this co tract, the vendor warrants that:
(a) all domestic building work carried out in relation to the cons ruction by or on behalf of the vendor of the home was carried out in a proper and workma like manner; and
(b) all materials used in that domestic building work were goo and suitable for the purpose for which they were used and that, unless otherwise st ted in the contract, those materials were new; and
(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of his warran y, the Building Act 1993 and regulations made under the Building Act 1993.

6.7 Words and phrases used in ge eral condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condi ion 6 6.

## 7 IDENTITY OF THE LAND

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

7.2 The purchaser may not:
(a) make any obje tio r claim for compensation for any alleged misdescription of the property or any deficiency its area or measurements; or
(b) require the vendor to amend title or pay any cost of amending title.

## 8 SERVICES

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

8 2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9 CONSENTS

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

## 10 TRANSFER & DUTY

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

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

## 11 RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

11.5 Subject to general condition 11.6, the vendo is no oblig d to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

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

11.6 The vendor is obliged t en ure that the purchaser receives a release, statement, approval or correction in resp ct of pe sonal property described in general condition 11.5 if—

(a) the personal pro erty is of a kind that may or must be described by serial number in the Personal Property Se rities Register; or
(b) the purchas has actual or constructive knowledge that the sale constitutes a breach of the secur ty agreement that provides for the security interest.

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

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

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

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

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

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

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

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

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

**12 BUILDER WARRANTY INSURANCE**

The vendor warrants that the vendor will provide at settlement details of any cu nt bu lder warranty insurance in the vendor's possession relating to the property if requested in writing t do o at least 21 days before settlement.

**13 GENERAL LAW LAND**

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

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

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

13.4 The purchaser is entitled to inspe t the vendor's chain of title on request at such place in Victoria as the vendor nominates .

13.5 The purchaser is taken to have a cepted the vendor's title if:
(a) 21 days have elapsed since th day of sale; and
(b) the purchaser has ot reasonably objected to the title or reasonably required the vendor to remedy a defect in the tit e.

13.6 The contract wi l b t an end if:
(a) the vendor g ves the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's bjec ion or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
(b) t e objection or requirement is not withdrawn in that time.

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

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

# Money

**14 DEPOSIT**

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

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

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

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

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

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

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

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

14.10 As soon as the unds have been electronically transferred the intended recipient must be provided with he releva t transaction number or reference details.

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

## 15 DEPOSIT BOND

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

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

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

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

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

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

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

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

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

## 16 BANK GUARANTEE

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

16.2 In this general condition:
(a) “bank guarantee” means an unconditional and irrevocable guarantee r undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under his contra t agreed in writing, and
(b) “bank” means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

16.4 The purchaser must pay the amount secured by the bank g arantee to the vendor’s legal practitioner or conveyancer on the first to occur of:
(a) settlement;
(b) the date that is 45 days before the bank guarant e expires
(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and d) the date on which the vendor ends this contract by accepting repudiation of it by the purchas r.

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

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

16.7 Nothing in this g neral condition limits the rights of the vendor if the purchaser defaults under this contract o repudia this contract except as provided in general condition 16.6.

16.8 This gen ral c ndition is subject to general condition 14.2 [deposit].

## 17 SETT EMENT

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

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

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

## 18 ELECTRONIC SETTLEMENT

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

Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transa tio means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions f all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
(b) if two or more electronic lodgement network pera ors m et that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor m st make the selection.

18.6 Settlement occurs when the workspace records that:
(a) there has been an exchange f fu ds or value between the exchange settlement account or accounts in the Reserve Bank of Australia f the relevant financial institutions or their financial settlement agents in accordance wi h the instructions of the parties; or
(b) if there is no exchange o fu ds o value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties mu t do everything reasonably necessary to effect settlement:
(a) electronically on he next business day, or
(b) at the op on of eith r party, otherwise than electronically as soon as possible – if, after the locking of the w rkspace at the nominated settlement time, settlement in accordance with general condition 18 6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Ea h party must do everything reasonably necessary to assist the other party to trace and iden ify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

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

## 19 GST

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

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

19.4 If the particulars of sale specify that the supply made under this contract is of land on whi a 'farming business' is carried on:
(a) the vendor warrants that the property is land on which a farming business has been arried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will b carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this c ntract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going c ce n; and
(b) the purchaser warrants that the purchaser is, or prior to sett ement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:
(a) 'GST Act' means A New Tax System (Good and Services Tax) Act 1999 (Cth); and
(b) 'GST' includes penalties and inter st.

## 20 LOAN

20.1 If the particulars of sale spe ify that this contract is subject to a loan being approved, this contract is subject to the lender app oving the loan on the security of the property by the approval date or any later date al owed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser
(a) immediately applied for the loan; and
(b) did every hing easonably required to obtain approval of the loan; and
(c) serves writ en notice ending the contract, together with written evidence of rejection or non-app oval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.

20 3 All money must be immediately refunded to the purchaser if the contract is ended.

## 21 BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

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

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22 PEST REPORT**

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
(b) gives the vendor a copy of the report and a written notice ending this contract; and
(c) is not then in default.

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

22.4 A notice under this general condition may be served on the vendor's egal practi oner, conveyancer or estate agent even if the estate agent's authority has formal y expired at the time of service.

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

**23 ADJUSTMENTS**

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

23.2 The periodic outgoings and rent and ot er income must be apportioned on the following basis:
(a) the vendor is liable for the periodic outgoi gs and entitled to the rent and other income up to and including the day of settlement; and
(b) the land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
(c) the vendor is taken to o the land as a resident Australian beneficial owner; and
(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

**24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

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

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

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

24.5 The purchaser must:

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
(a) the settlement is conducted through an electronic lodgement network; and
(b) the amount is included in the settlement statement requiring payment to th Commissioner in respect of this transaction.

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

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

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

**25 GST WITHHOLDING**

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

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

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

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

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

25.6 The purchaser must: (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and (b) ensure that the representative does so.
25.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
(c) otherwise comply, or ensure compliance, with this general condition; despite:
(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general ondition 2 .7 if:
(a) settlement is conducted through an electronic lodgement network; and
(b) the amount is included in the settlement statement requiring payment o the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
(a) so agreed by the vendor in writing; and
(b) the settlement is not conducted through an electronic lodgement ne work. However, if the purchaser gives the bank cheque in accordance with this gene al condition 25.9, the vendor must:
(c) immediately after settlement provide the bank cheque to he Commissioner to pay the amount in relation to the supply; and
(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:
(a) decide if an amount is required to be paid or the quantum of it, or
(b) comply with the purchaser’s obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administr tion Act 1953 (Cth). The information must be provided within 5 business days of a written reque t. The p rty providing the information warrants that it is true and correct.

25.11 The vendor warr nts that
(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the pa amete s of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purc aser will ot be required to make a payment under section 14-250 in respect of the supply, or fails give a written notice as required by and within the time specified in section 14-255; and
(b) the amoun described in a written notice given by the vendor to the purchaser under section 14-255 of Schedu e 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be pa d unde section 14-250 of the legislation.

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

## Transactional

### 26 TIME & CO-OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

**27 SERVICE**

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

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

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

27.4 Any document properly sent by:
(a) express post is taken to have been served on th next bus ness day after posting, unless proved otherwise;
(b) priority post is taken to have been served on th fourth business day after posting, unless proved otherwise;
(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
(d) email is taken to have been s rved at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victor a) Act 2000.

27.5 In this contract 'documen ' includ s 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corr sponding m anings.

**28 NOTICES**

28.1 The vend r is re ponsib e for any notice, order, demand or levy imposing liability on the property that i issu d made before the day of sale, and does not relate to periodic outgoings.

28.2 The purc aser is responsible for any notice, order, demand or levy imposing liability on the prope ty that is ssued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 Th purchaser may enter the property to comply with that responsibility where action is requ red before settlement.

**29 INSPECTION**

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

**30 TERMS CONTRACT**

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

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

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

**31 LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

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

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

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

**32 BREACH**

A party who b each s this contract must pay to the other party on demand:
(a) ompensat on for any reasonably foreseeable loss to the other party resulting from the breach; and
(b) any interest due under this contract as a result of the breach.

## Defau t

**33 INTEREST**

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

**34 DEFAULT NOTICE**

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

34.2 The default notice must:
(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –

(i) the default is remedied; and

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

## 35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any intere and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

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

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

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

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

(e) any determination of the vendor's dam ges must ake into account the amount forfeited to the vendor.

35.5 The ending of the contract do s n t affect the rights of the offended party as a consequence of the default.

# GUARANTEE and INDEMNITY

I/We, …… of ……

and…… of ……

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

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

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

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

SIGNED by the said )
)
Print Name: …… ……. )
……
Director (Sign)

in the presence of: )
)
Witness: …… )

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:
From: SUKHPREET KAUR,

Property Address: 54 Edenvale Boulevard, Wollert VIC 3750
Lot: 502 Plan of subdivision: 734549D

The Purchaser is not required to make a payment under Section 14-250 of Schedule f the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 06/08/2025

Signed for an on behalf of the Vendor: *ADVANCED CONVEYANCING*

# GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract The vendor may sign by electronic signature.

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

| | |
|---|---|
| **Land** | 54 EDENVALE BOULEVARD, WOLLERT VIC 3750 |

| | | |
|---|---|---|
| Vendor's name | SUKHPREET KAUR | Date / / |
| Vendor's signature | _____ | |

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

# 1. FINANCIAL MATTERS

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

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

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

| | | |
|---|---|---|
| $0.00 | To | |

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

| | |
|---|---|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT A t) most recently allocated to the land is set out in t e attached Municipal rates notice or property clearance certificate or is as follows | AVPC No. |
| (b) Is the land tax reform scheme la d w thin t e meaning of the CIPT Ac | ☐ YES ☒NO |
| (c) If the land is tax r form scheme and within the meaning of the CIPT A t the entry date within the meaning of t CIPT Act is s t out in the attached Municipal rates otice o property clearance certific e or is s follows | Date:<br>OR<br>☒ Not applicable |

# 2. INSURANCE

2 **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.

No Applicable

2.2 **Owner Builder**

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

Not Applicable

# 3. LAND USE

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

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

☒ Is in the attached copies of title document/s

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

Not Applicable

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or or ers in respect of the land issued by a government department or public authority in relation to livestock dise se or con amina ion by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. Ho ever, if this s not the case, the details of any such notices, property management plans, reports or ord rs, ar as follow :

| |
|---|
| NIL |

4.3 **Compulsory Acquisition**

The particulars of any notices of inte ti n to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as fo lows:

| |
|---|
| NIL |

## 5. BUILDING PERMITS

Particulars of any bui ding p rmit is ued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land)

☒ Are cont ined n the ttached certificate

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

| | | | | |
|---|---|---|---|---|
| Electricity supply ☐ | 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.

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part f a build ng used or capable of being used as an office for administrative, clerical, professional or imila bas d activities including any support facilities; and

(b) which ha a et lett ble 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

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

Is attached

## 13. ATTACHMENTS

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

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

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

| |
|---|
| As attached. |

# Due diligence checklist

## What you need to know before buying a residential property

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding du 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 f a rur l lifestyle.
- Are you considering removing native egetation? 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 o find out more about exploration, mining and quarrying activity on or near the property and consider issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry au horisations and mineral licences.

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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



(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays tha m y 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 res rictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encum rances – on the property's title, which prevent you from developing the property. You can find out about nc mbran es 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 or any pro erties close by. Significant developments in your area may change the local 'character' (predominant sty e 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 in pections can help you assess the property for electrical safety, possible illegal building work, adequate pool r spa fen ing 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 a d retaining walls are constructed, which you may wish to investigate to ensure any completed or p oposed 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 pri ate building surveyor's assessment.

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essen ial services

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

Unconnected s rvices 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?

T e contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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



VOLUME 11834 FOLIO 312

Security no : 124126877139U
Produced 06/08/2025 10:50 AM

## LAND DESCRIPTION

Lot 502 on Plan of Subdivision 734549D.
PARENT TITLE Volume 11340 Folio 303
Created by instrument PS734549D 17/11/2016

## REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SUKHPREET KAUR of 7/75 VICTORIA ROAD PARRAMATTA NSW 2150
AN436721V 09/01/2017

## ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS037118R 26/03/2019
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS734549D 17/11/2016

Any encumbrances created by Sectio 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 b low.

AGREEMENT Section 173 Planning nd Environment Act 1987
AL914734P 27/05/2015

## DIAGRAM LOCATION

SEE PS734549D 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)

Stree Address: 54 EDENVALE BOULEVARD WOLLERT VIC 3750

## ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 26/03/2019

DOCUMENT END

# Imaged Document Cover Sheet

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

| | |
|---|---|
| Document Type | **Plan** |
| Document Identification | **PS734549D** |
| Number of Pages (excluding this cover sheet) | **7** |
| Document Assembled | **06/08/2025 10:50** |

# PLAN OF SUBDIVISION

**EDITION 1** | **PS 734549D**

## LOCATION OF LAND

PARISH: WOLLERT

TOWNSHIP: –

SECTION: 12

CROWN ALLOTMENT: –

CROWN PORTION: 2 (PART) & 3 (PART)

TITLE REFERENCE: VOL 11340 FOL 303

LAST PLAN REFERENCE: LOT E ON PS636375H

POSTAL ADDRESS: (at time of subdivision) EDENVALE BOULEVARD WOLLERT 3750

MGA 94 CO-ORDINATES: (approx. centre of land in plan) E 324 725 N 5 834 800 Zone: 55

Council Name: Whittlesea City Council

Council Reference Number: 608933
Planning Permit Reference: TBA
SPEAR Reference Number: S068551S

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 01/09/2015

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988
Has been made and the requirement has not been satisfied at Certification
Has been made and the requirement has been satisfied at Statement of Compliance
(Document updated 14/10/2016)

Digitally signed by: Renee Kueffer for Whittlesea City Council on 07/07/2016

## VESTING OF ROADS AND/OR RESERVES

| IDENTIFIER | COUNCIL/BODY/PERSON |
|---|---|
| ROAD R1 | WHITTLESEA CITY COUNCIL |

## NOTATIONS

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

DEPTH LIMITATION DOES NOT APPLY

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

This survey has been connected to permanent marks no(s) 21, 38, 49, 84, 165 & 176
In Proclaimed Survey Area No. –

LOTS 1 TO 500 AND A TO E (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

AREA OF LAND SUBDIVIDED (EXCLUDING LOT F) - 2·655ha

TANGENT POINTS ARE SHOWN THUS:

## OTHER PURPOSE OF PLAN

TO REMOVE THOSE PARTS OF EASEMENTS E-1 AND E-3 ON PS636375H NOW CONTAINED IN BETHELITE LANE AND LOT 516 ON THIS PLAN

## GROUNDS FOR REMOVAL OF EASEMENTS

AGREEMENT BY ALL INTERESTED PARTIES

## EASEMENT INFORMATION

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

| SUBJECT LAND | PURPOSE | WIDTH (METRES) | ORIGIN | LAND BENEFITED/IN FAVOUR OF |
|---|---|---|---|---|
| E-1 | DRAINAGE | SEE DIAG | THIS PLAN | WHITTLESEA CITY COUNCIL |
| E-1 | SEWERAGE | SEE DIAG | THIS PLAN | YARRA VALLEY WATER CORPORATION |

EDEN GARDENS – 5
34 LOTS AND BALANCE LOT F

LICENSED SURVEYOR ANDREW J. REAY

DATE 06/06/16 REFERENCE 26690053
VERSION G DRAWING 2669005AG

ORIGINAL SHEET SIZE A3
SHEET 1 OF 7 SHEETS

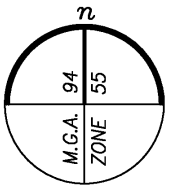
**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

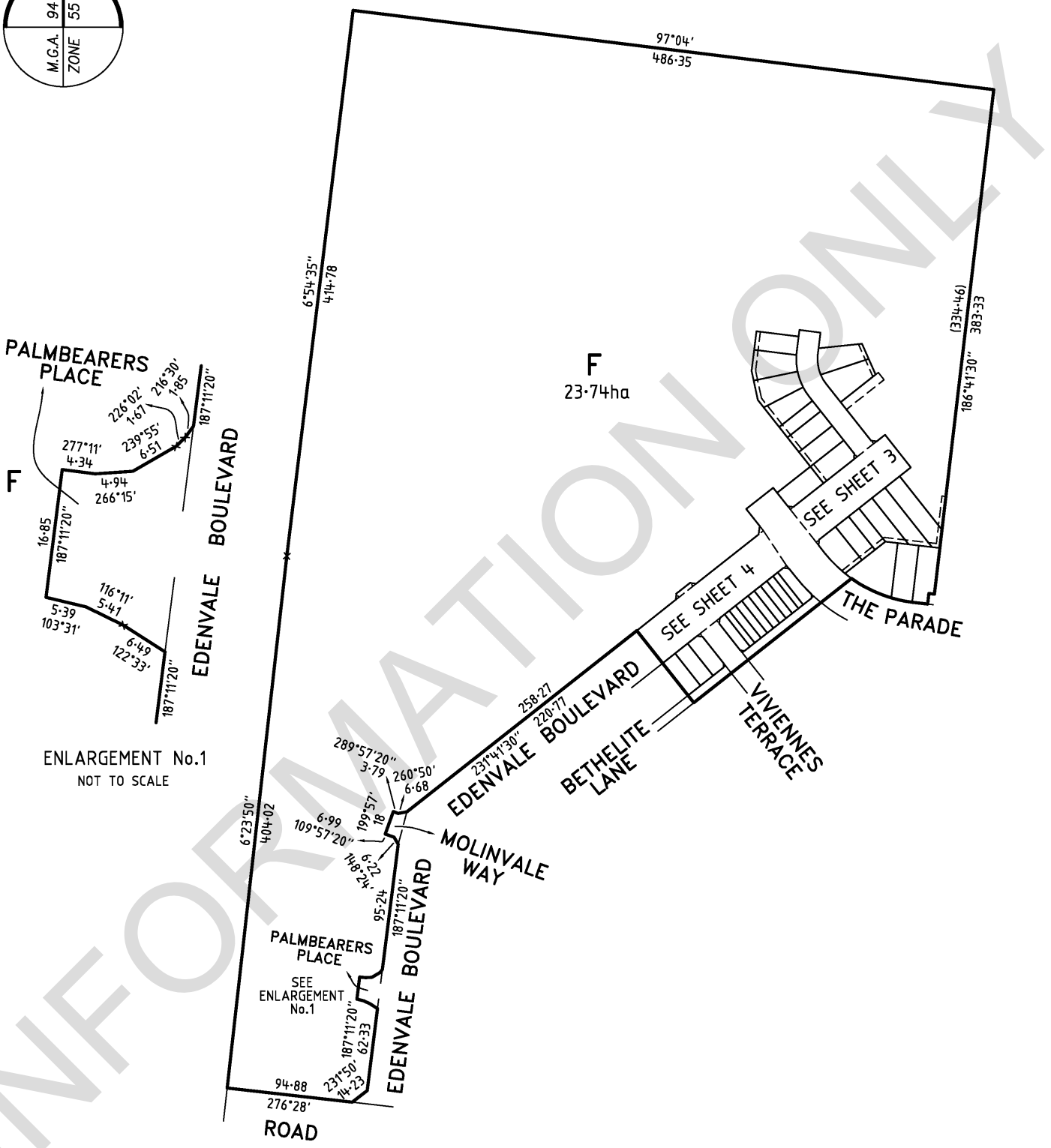
Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 06/06/2016

PLAN REGISTERED
TIME: 5:13 PM DATE: 17/11/2016
L.D.Rozario
Assistant Registrar of Titles

# PLAN OF SUBDIVISION

# PS 734549D



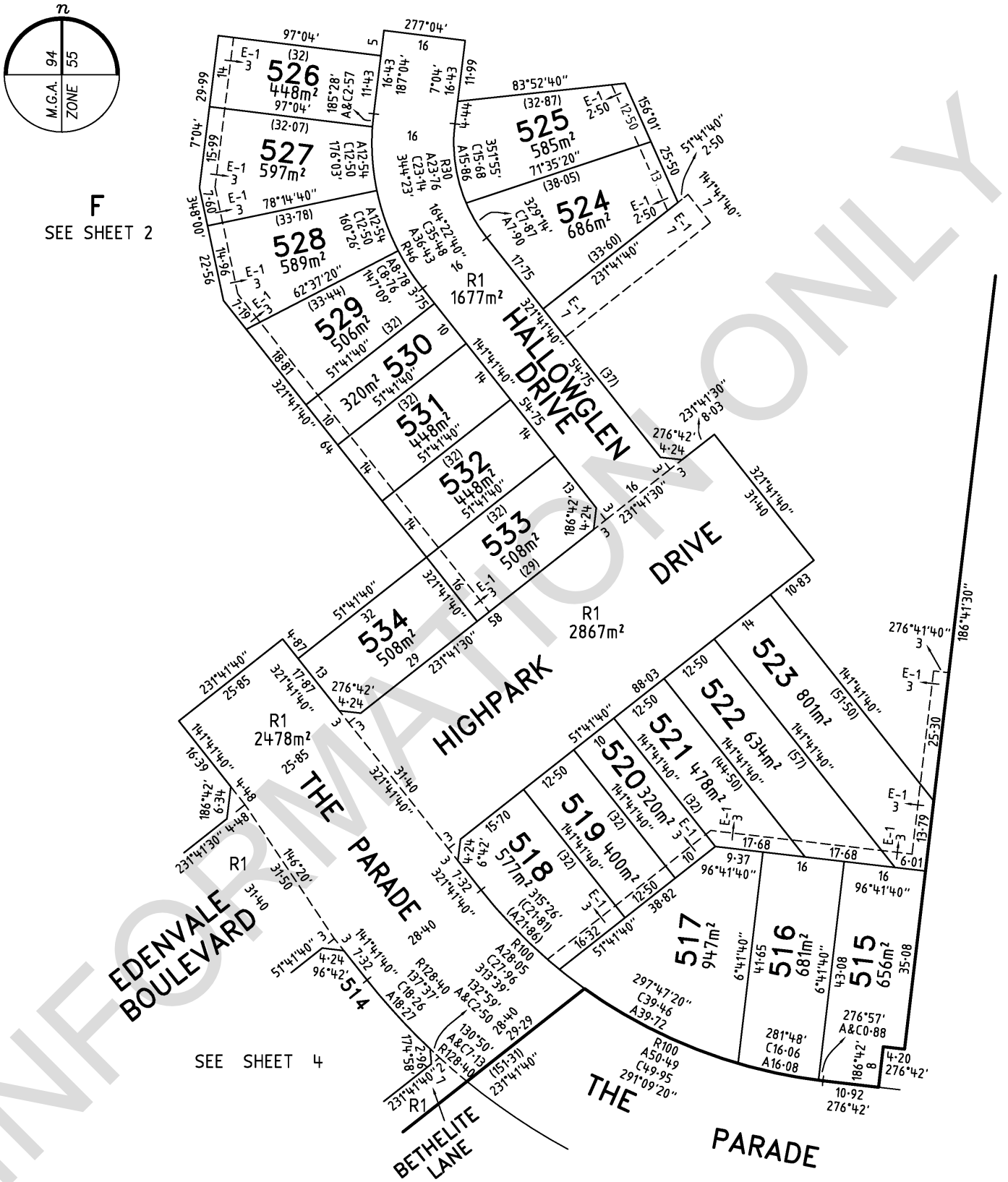






| | | | |
|---|---|---|---|
| EDEN GARDENS – 5 | LICENSED SURVEYOR ANDREW J. REAY | SCALE 1:3000 | 30 0 60 120 LENGTHS ARE IN METRES |
| **Bosco Jonson Pty Ltd**<br>A.B.N 15 169 138 827<br>P.O. Box 5075, South Melbourne, Vic 3205<br>16 Eastern Road South Melbourne<br>Vic 3205 Australia<br>Tel 03) 9699 1400 Fax 03) 9699 5992 | DATE 06/06/16 REFERENCE 26690053<br>VERSION G DRAWING 2669005AG | | ORIGINAL SHEET SIZE A3<br>SHEET 2 |
| | Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd),<br>Surveyor's Plan Version (G),<br>06/06/2016 | | Digitally signed by:<br>Whittlesea City Council,<br>07/07/2016,<br>SPEAR Ref: S068551S |

# PLAN OF SUBDIVISION

# PS 734549D






EDEN GARDENS – 5

**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREW J. REAY

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 06/06/16 REFERENCE 26690053

VERSION G DRAWING 2669005AG

ORIGINAL SHEET SIZE A3

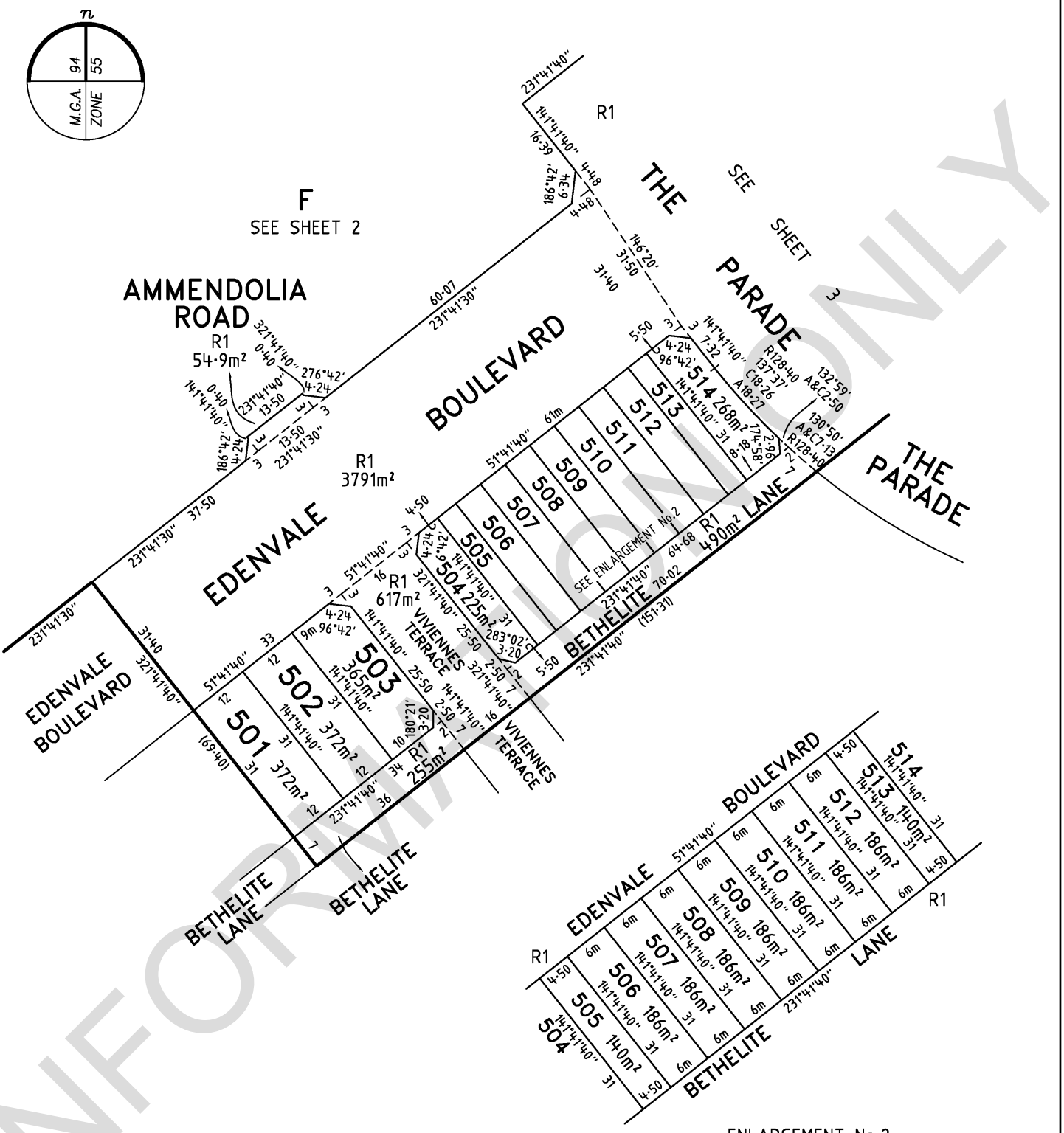
SHEET 3

Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
06/06/2016

Digitally signed by:
Whittlesea City Council,
07/07/2016,
SPEAR Ref: S068551S

# PLAN OF SUBDIVISION

# PS 734549D






EDEN GARDENS – 5

**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREW J. REAY

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 06/06/16 REFERENCE 26690053

VERSION G DRAWING 2669005AG

ORIGINAL SHEET SIZE A3

SHEET 4

Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
06/06/2016

Digitally signed by:
Whittlesea City Council,
07/07/2016,
SPEAR Ref: S068551S

# PLAN OF SUBDIVISION

# PS 734549D

## CREATION OF RESTRICTION 'A'

Upon Registration of this plan the following restriction is created:

Land to benefit: Lots 501 to 534 (both inclusive) on this plan.

Land to be burdened: Lots 501 to 534 (both inclusive) on this plan (each lot being a "burdened lot").

## DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot must not:

1. build or permit to be built or remain on the lot any building other than a building that has been constructed in accordance with the endorsed memorandum of common provisions (MCP) registered in dealing no. AA1620 and the building envelope plans shown on sheets 6 & 7 of this plan except with the prior written consent of the Responsible Authority.

2. build or erect or permit to be built or erected or remain on the burdened lot or any part of it:

   2.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Eden Gardens Design Review Committee in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time; or

   2.2 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by the relevant authority in accordance with the "Eden Gardens House Design Guidelines" as amended from time to time;

3. erect or allow any signs to remain on the burdened lot other than the following:

   3.1 where a dwelling constructed on the burdened lot has been completed and is offering for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offering for sale) one real estate agent's "for sale" sign not exceeding 2·4 metres by 1·8 metres; or

   3.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or

   3.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining the Eden Gardens Design Review Committee prior written approval of those signs;

4. use the burdened lot or any part of it as a display home except with the Eden Gardens Design Review Committee's prior written consent;

5. park any trucks or commercial vehicles with a carrying capacity exceeding 1·5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling-house on the burdened lot.

6. construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of 10 metres or less except with the prior written consent of the Responsible Authority.

7. construct any wall of the second level of any dwelling on a corner lot unless it is setback a further 900mm from the ground level wall that faces a local street, except with the prior written consent of the Responsible Authority.

In this restriction "Development" means the land known as Eden Gardens, Harvest Home Road, Wollert which includes the land in this plan.

This restriction shall cease to have effect on 31 December 2018.

## CREATION OF RESTRICTION 'B'

The following restriction is to be created upon registration of this plan.

Land to benefit: Lots 501 to 503, 515, 516, 519 to 534 (all inclusive) on this plan.

Land to be burdened: Lots 501 to 503, 515, 516, 519 to 534 (all inclusive) on this plan.

## DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of a lot on this Plan of Subdivision his heirs executors administrators and transferees shall not at any time on the said lot or any part or parts thereof build or cause to be built or allow to be built or allow to remain more than one private dwelling-house (which expression shall include a house, apartment, unit or flat).



EDEN GARDENS – 5

**Bosco Jonson Pty Ltd**
*A.B.N 15 169 138 827*
*P.O. Box 5075, South Melbourne, Vic 3205*
*16 Eastern Road South Melbourne*
*Vic 3205 Australia*
***Tel 03) 9699 1400 Fax 03) 9699 5992***

LICENSED SURVEYOR ANDREW J. REAY

SCALE

0
LENGTHS ARE IN METRES

DATE 06/06/16 REFERENCE 26690053

VERSION G DRAWING 2669005AG

ORIGINAL SHEET SIZE A3

SHEET 5

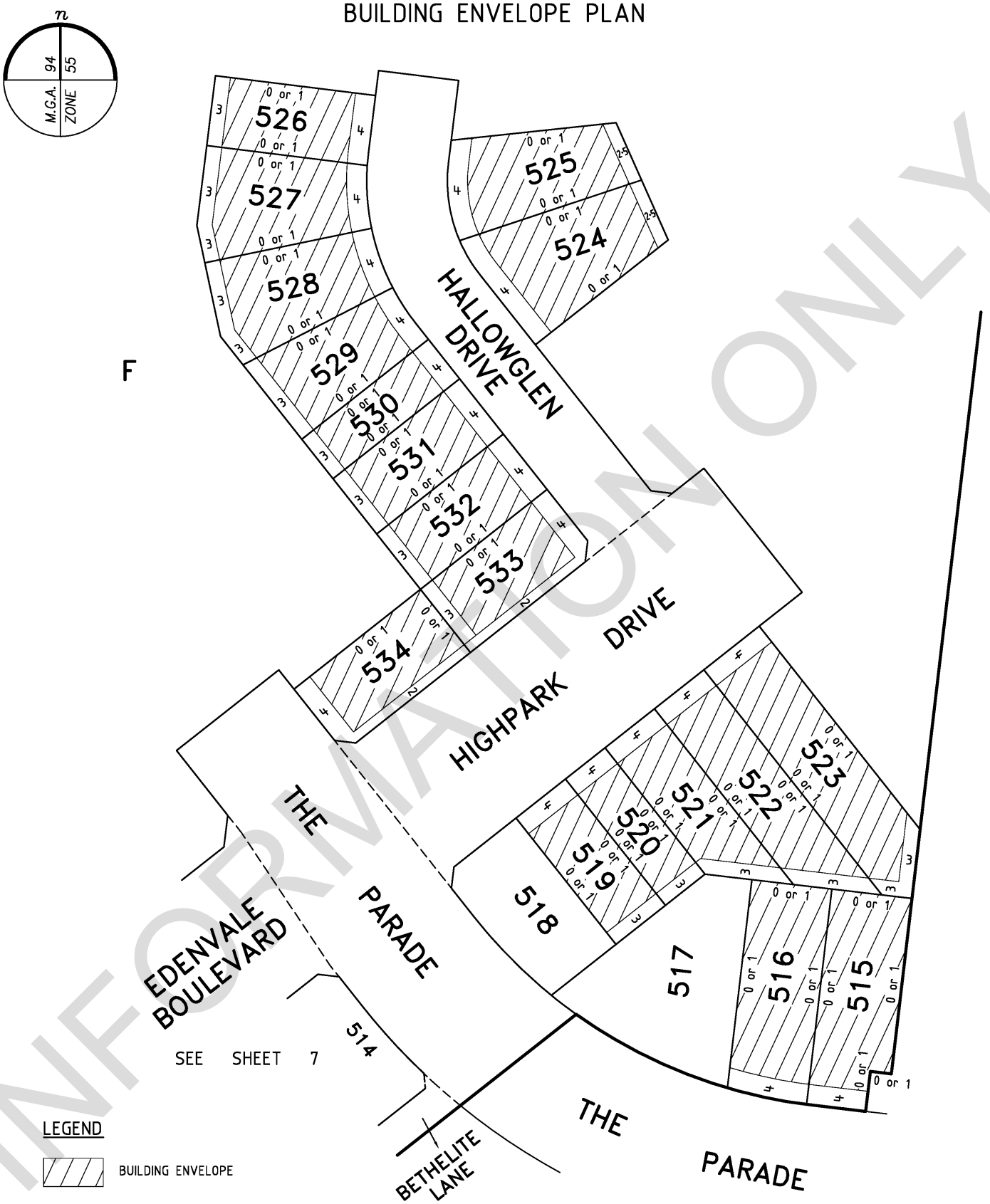
Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
06/06/2016

Digitally signed by:
Whittlesea City Council,
07/07/2016,
SPEAR Ref: S068551S

# PLAN OF SUBDIVISION

# PS 734549D

## BUILDING ENVELOPE PLAN






LEGEND

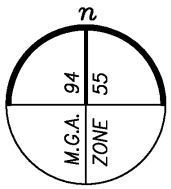
BUILDING ENVELOPE

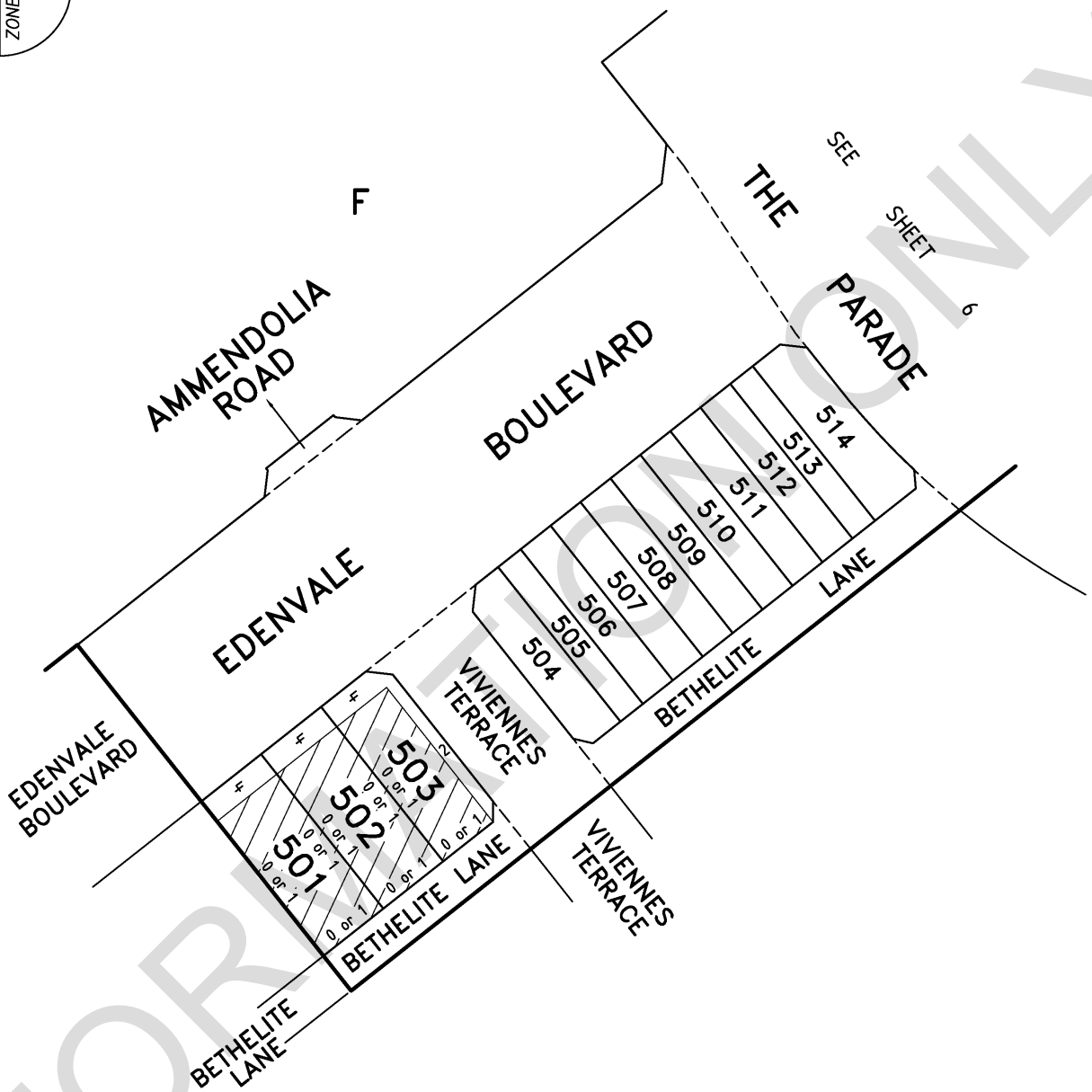
| | | | |
|---|---|---|---|
| EDEN GARDENS – 5 | LICENSED SURVEYOR ANDREW J. REAY | SCALE 1:750 | 7·5 0 15 30 LENGTHS ARE IN METRES |
| **Bosco Jonson Pty Ltd**<br>A.B.N 15 169 138 827<br>P.O. Box 5075, South Melbourne, Vic 3205<br>16 Eastern Road South Melbourne<br>Vic 3205 Australia<br>Tel 03) 9699 1400 Fax 03) 9699 5992 | DATE 06/06/16 REFERENCE 26690053<br>VERSION G DRAWING 2669005AG | | ORIGINAL SHEET SIZE A3<br>SHEET 6 |
| | Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 06/06/2016 | | Digitally signed by: Whittlesea City Council, 07/07/2016, SPEAR Ref: S068551S |

# PLAN OF SUBDIVISION

**PS 734549D**

## BUILDING ENVELOPE PLAN




LEGEND

BUILDING ENVELOPE



EDEN GARDENS – 5

**Bosco Jonson Pty Ltd**
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREW J. REAY

SCALE 1:750

7·5 0 15 30
LENGTHS ARE IN METRES

DATE 06/06/16 REFERENCE 26690053

VERSION G DRAWING 2669005AG

ORIGINAL SHEET SIZE A3

SHEET 7

Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
06/06/2016

Digitally signed by:
Whittlesea City Council,
07/07/2016,
SPEAR Ref: S068551S

# Imaged Document Cover Sheet

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

| | |
|---|---|
| Document Type | **Instrument** |
| Document Identification | **AL914734P** |
| Number of Pages (excluding this cover sheet) | **22** |
| Document Assembled | **06/08/2025 10:50** |

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

Section 181 **Planning and Environment Act 1987**

AL914734P
27/05/2015 $116.50 173
registers and indexes.

**Form 18**

Lodged by:

| | |
|---|---|
| Name: | MADDOCKS |
| Phone: | 9258 3555 |
| Address: | Level 6, 140 William Street, Melbourne, Victoria, 3000 |
| Ref: | TGM:6259089 |
| Customer Code: | 1167E |

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

Land: Volume 11340 Folio 303

Authority: Whittlesea City Council, 25 Ferres Boulevard, South Morang, Victoria

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

A copy of the Agreement is attached to this Application

Signature for the Authority: .....

Name of officer: DAVID TURNBULL .....

Position Held: CEO .....

Date: 7.5.2015 .....

AL914734P
27/05/2015 $116.50 173

**WHITTLESEA CITY COUNCIL**

Council

- and -

**GIUSEPPE MOLINO**

the Owner

---

**Agreement under Section 173 of the Planning and Environment Act 1987.**

---

Subject Land: **Part of 270F Harvest Home Road Wollert**

**BEST HOOPER**
Solicitors
563 Little Lonsdale Street
MELBOURNE

Ref: JDC:1009.1007
Tel: 9670 8951
Fax: 9670 2954

## TABLE OF CONTENTS

Maddocks

AL914734P
27/05/2015 $116.50 173

# *PLANNING AND ENVIRONMENT ACT* 1987

# SECTION 173 AGREEMENT

**THIS AGREEMENT** is made the 20th day of MAY ~~2014~~ 2015

**BETWEEN:**

**WHITTLESEA CITY COUNCIL**
of **25 Ferres Boulevard, South Morang VIC 3752**

("Council")

- and -

**GIUSEPPE MOLINO**
of **570 Summerhill Road, Wollert Vic 3750**

("the Owner")

## INTRODUCTION

A. The Council is the Responsible Authority for the Planning Scheme under the Act.

B. The Owner is, or is entitled to be registered as the proprietor of the Subject Land.

C. The Subject Land is subject to Clause 43.04, Development Plan Overlay - Schedule 21 of the Whittlesea Planning Scheme and is affected by Clause 45.06 Development Contributions Plan Overlay - Schedule 10 - the *Epping North East Development Contributions Plan.*

D. On 30 September 2014 the Council granted Planning Permit No. 712/848 permitting multi lot residential subdivision situated at 270F Harvest Home Road, Wollert, for the removal of dry stone walls, and the construction of dwellings on lots less than 300 square metres in accordance with plans to be endorsed, subject to conditions, including Condition 1 which requires the Owner to enter into this Agreement.

E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG773629L in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Subject Land.

F. The Owner and the Council have agreed for the purposes of Condition 1 of the Permit that the Owner will provide land, works, services and/or facilities to satisfy part of the development and open space contributions payable under

the Development Contributions Plan and Planning Scheme in accordance with the terms of this Agreement.

G. The Parties enter into this Agreement:-

a) To give effect to Condition 1 of the Permit;

b) To achieve and advance the objectives of planning in Victoria and the objectives of the planning scheme in respect of the Subject Land; and

c) To set out the terms and conditions for the relocation of the APA Gas Main (if required).

**IT IS AGREED:**

## 1. DEFINITIONS

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

1.1 **"the Act"** means the *Planning and Environment Act 1987.*

1.2 **Adjustment Index"** means the index used under the Development Contributions Plan to adjust the value of land and infrastructure projects referred to in the Development Contributions Plan.

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

1.4 **APA** means the APA Group.

1.5 **"APA Gas Main"** means the APA gas main located within the Harvest Home Road road reserve.

1.6 **Certificate of Practical Completion** means a certificate in writing prepared by an officer of Council stating that an Infrastructure Project has been completed to the satisfaction of Council.

1.7 **"Council"** means the City of Whittlesea in its capacity as the Responsible Authority under the Planning Scheme and the Collecting Agency and the Development Agency under the Development Contributions Plan.

1.8 **"CPI"** means the annual consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.

1.9 **Construction Procedures** means the construction procedures set out at Annexure B.

1.10 **Date of Practical Completion** means the date on which Council states in writing that an Infrastructure Project has been completed to its satisfaction.

1.11 **"Development Contributions"** means development contributions payable under the Development Contributions Plan.

1.12 **"Development Contributions Plan"** means the *Epping North East Structure Plan - Local Development Contributions Plan* as incorporated under the Planning Scheme for the purposes of Clause 45.06 of the Planning Scheme.

1.13 **"Development Contributions List"** means the list of all development contributions required for each infrastructure project as set out in Annexure A of this Agreement.

1.14 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit or any other plan approved by the Council.

1.15 **"Development Plan"** means the Epping North East Development Plan approved under Development Plan Overlay by Council December 2008 as amended from time to time.

1.16 **"Infrastructure Project"** means an Infrastructure Project included in the Development Contributions List.

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

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

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

1.20 **"Permit"** means Planning Permit No. 712/848 as amended from time to time.

1.21 **"Plan of Subdivision"** means the plan of subdivision of the Subject Land permitted by the Permit and shown on the Endorsed Plan.

1.22 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.

1.23 **"Project"** means Infrastructure Projects numbers 1(a), 2(a), 3(a) and 4 as identified in the Development Contributions List.

1.24 **"Public Open Space Contribution"** means the public open space contribution requirement on the Plan of Subdivision pursuant to condition 22 of the Permit and Clause 52.01 of the Planning Scheme and where provided by way of land, shall be generally in the location shown on the Subdivision Concept Plan.

1.25 **"Statement of Compliance"** means a Statement of Compliance under the *Subdivision Act 1988*.

1.26 **"Stages 1 to 4"** means the subdivision permitted by Planning Permit Bo. 711707 issued on the 15th day of January 2010.

1.27 **"Structure Plan"** means the Epping North East Local Plan Structure Plan dated 8 May 2008.

1.28 **"Subdivision Concept Plan"** means Subdivision Plan Reference No. 6690001 Drawing No. 669000JF, dated 1 June 2012, prepared by Bosco Jonson Pty Ltd as may be amended from time to time with the approval of the Council.

1.29 **"Subject Land"** means the land comprised in Certificate of Title Volume 11340 Folio 303 and being Lot E on Plan of Subdivision No. 636375H.

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If a party consists of more than one person, this Agreement binds them jointly and each of them severally.

2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

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

2.7 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.

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

AL914734P
27/05/2015 $116.50 173

## 3. WORKS-IN-LIEU OF DEVELOPMENTS CONTRIBUTIONS

3.1 Except with the written consent of the Council, the Owner covenants and agrees, subject to the provisions of Clause 3.2 of this Agreement, that:

3.1.1 the Owner will construct, or cause to be constructed the Infrastructure Projects in return for a credit towards the Owner's obligation to pay Development Contributions pursuant to condition 21 of the Permit.

3.1.2 the credit to which the Owner shall be entitled in respect of the Infrastructure Works shall be equal to, but not exceed the amount specified as the "Credit Against Developments Contributions" for each Infrastructure Project in the Development Contributions List.

3.1.3 the amount of the Credit Against Development Contributions set out in the Development Contributions List shall be adjusted annually in respect of each Infrastructure Project pursuant to the Adjustment Index in accordance with the mechanisms specified in the Development Contributions Plan.

3.1.4 it will prepare at its cost, detailed design and engineering plans and specifications for each of the Infrastructure Projects and submit them to Council for its approval. The said plans must be generally in accordance with the "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E.

3.1.5 it will construct or cause to be constructed the Infrastructure Projects:

(a) in accordance with the plans referred to in clause 3.1.4;

(b) to the satisfaction of the Council in its capacity as the Development Agency;

(c) in accordance with the "Timing of Construction" set out in the Development Contributions List with any allowance in accordance with 3.16; and,

(d) in accordance with the Construction Procedures.

3.1.6 immediately following the practical completion of each Infrastructure Project, the Owner must -

3.1.6.1 maintain each Infrastructure Project in good order and condition and rectify any defects for a period of 3 months from the date of a Certificate of Practical Completion for the Infrastructure Project; and,

3.1.6.2 provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project.

**Council and Owners Covenants**

3.2 The Owner covenants and agrees that the balance (if any) of Development Contributions payable after accounting for the credit under this Agreement including any deferred contributions payable in respect of previous stages of subdivision of the Subject Land namely stages 1 - 4 shall be paid in accordance with the Development Contributions Plan.

3.3 The Council and the Owner acknowledge and agree that the Owner is not obliged to make any payments to Council for Development Contributions until the Owner has exhausted its entitlement to credits in respect of the Infrastructure Projects.

3.4 The Council and the Owner acknowledge that the Owner may request Council to agree to a variation of the maximum amount of the credit in respect of only Infrastructure Project No. 3(a) in the Development Contributions List provided that any request must:

3.4.1 be in writing;

3.4.2 be accompanied by a detailed list of the items which are said to have caused an increase in cost of the Infrastructure Project beyond the amount set out in the Development Contributions List;

3.4.3 comprise a detailed estimate of the cost of each of the items comprising the proposed claim; and,

3.4.4 clearly set out the total revised cost of the Infrastructure Project being claimed as the credit.

3.5 The Council and the Owner agree that if within 14 days of receipt of any written request pursuant to clause 3.4, the Council either refuses the request, grants a credit less than what is claimed or fails to respond in writing to the request, there shall be deemed to be a dispute which either party can refer for resolution in accordance with the provisions of clause 4 of this Agreement.

**Contribution for Public Open Space**

3.6 if any of the Public Open Space Contribution is proposed to be satisfied as a land contribution, it must be shown on a plan of subdivision generally in accordance with the Subdivision Concept Plan and as a reserve to vest in the Council.

3.7 if any of the Public Open Space Contribution required under the Planning Scheme is not satisfied by a land contribution, it must be paid as a cash payment to the Council prior to the issue of a Statement of Compliance for the final stage of the Plan of Subdivision.

3.8 if the Owner has not satisfied the public open space contribution in respect of Stages 1 – 4 such contribution must be made or paid to Council prior to the issue of a Statement of Compliance for Stage 12.

**Path networks**

3.9 in addition to Infrastructure Project No. 4 in the Development Contributions List, the Owner must construct at the Owner's cost in each and every respect a local shared path running north-south along the connector street linking Edendale Boulevard to the regional shared path extending along the Subject Land's northern boundary in the linear open space instead of the local shared path shown in the Development Plan and Structure Plan and bisecting the Subject Land east-west through the proposed retirement village site.

3.10 the local shared path referred to in clause 3.9 is to be constructed in accordance with plans and specifications first approved by the Council.

**Indexation**

3.11 the amount of the Development Contributions payable will be adjusted annually in accordance with the adjustment methodology contained in the Development Contributions Plan.

**Council's Costs**

3.12 the Owner must pay to the Council, the Council's costs and expenses of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

**APA Gas Main**

3.13 In the event that the Road and Drainage Plans referred to in clause 3.1.4 require to be amended because of the presence of the APA Gas Main, the Council shall be responsible for all costs relating to such amendment including any costs associated with any survey to determine the location of the APA Gas Main. If such costs are paid by the Owner, the Council agrees to reimburse such costs within 21 days of submission to the Council of evidence of payment of such costs by the owner.

3.14 In the event that the APA Gas Main is required to be relocated to enable the Owner to undertake Infrastructure Projects 1(a) and 2(a), the Council shall meet all costs directly associated with the relocation

of the APA Gas Main including any additional drainage and engineering fees and any costs to relocate other services.

3.15 In the event that the relocation of the APA Gas Main is undertaken by the Owner with the approval of the Council, the Council shall pay to the Owner, within 21 days of submission of an invoice all costs incurred by the Owner directly associated with the relocation of the APA Gas Main including any additional drainage and engineering fees.

3.16 The Council shall extend the date for completion for the Infrastructure Projects approved under Condition 1(a) of the Planning Permit by such period of time that reflects any delay caused by any relocation of the APA Gas Main outside of the Owner's control.

## 4. DISPUTE RESOLUTION

4.1 If a dispute arises between the Council and the Owner as to whether the Owner has constructed any of the Infrastructure Projects in accordance with the provisions of this Agreement either the Council or the Owner may refer the dispute to an arbitrator holding civil engineering qualifications. In the event that the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Australian Institute of Arbitrators and Mediators Australia for determination. The Parties shall have the right to make submissions in writing to the arbitrator and, if the Parties agree, to make oral representations at a hearing. The determination of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne by the Owner.

4.2 In the event of any dispute between the Council and the Owner under clause 3.4, 3.13 and 3.14 of this Agreement, either party shall have the right to refer such dispute to an independent Quantity Surveyor whose decision shall be final and binding on the Parties. The Parties shall have the right to make submissions in writing to the Quantity Surveyor and, if the Parties agree, to make oral representation at a hearing before such Quantity Surveyor. The cost of the Quantity Surveyor shall be borne by the Owner.

## 5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL

5.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy conditions 1 of the Permit.

5.2 The Council covenants that it will immediately apply to register this Agreement pursuant to Section 181 of the Act.

**Bank Guarantees**

5.3 The Bank Guarantees, dated 19 March 2012, held by the Council in respect of development infrastructure levies, payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner with two weeks of the execution of this Agreement.

5.4 The bank guarantees, dated 19 March 2012, held by the Council in respect of Public Open Space contributions payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner within two weeks of the execution of this Agreement.

**Public Open Space**

5.5 Council acknowledges that the Public Open Space Contribution satisfies the Owner's public open space contribution liabilities pursuant to Clause 52.01 of the Planning Scheme and/or Section 18 of the *Subdivision Act* 1988 in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1 - 4 as approved under planning permit 711/707 and any further land only subdivision of the Subject Land .

5.6 Subject to the provisions of Clause 5.7 the Owner will not be liable for any further public open space contribution in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1-4 as approved under Planning Permit 711/707 and any further land only subdivision of the Subject Land.

5.7 For the avoidance of doubt, the exemption from any further public open space contribution, as referred to in the proceeding Clauses, does not extend to the subdivision of any building constructed on any lot created by the subdivision of the Subject Land except where such building is part of any retirement village.

## 6. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

6.1 **Notice and Registration**

The Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

6.2 **Further actions**

6.2.1 The Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings.

6.2.2 The Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

## 7. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act and in satisfaction of the obligation imposed by Condition 1 of Planning Permit No. 712/848.

## 8. OWNERS WARRANTIES

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

## 9. SUCCESSORS IN TITLE

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

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

9.2 Execute a deed agreeing to be bound by the terms of this Agreement.

## 10. GENERAL MATTERS

### 10.1 Notices

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

10.1.1 delivering it personally to that party;

10.1.2 sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; and

10.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

10.2 A notice or other communication is deemed served if:

10.2.1 delivered, on the next following business day;

10.2.2 posted, on the expiration of two business days after the date of posting; and,

10.2.3 sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### 10.3 No Waiver

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

### 10.4 Severability

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

### 10.5 No Fettering of the Council's Powers

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

AL914734P
27/05/2015 $116.50 173

## 11. COMMENCEMENT OF AGREEMENT

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

## 12. ENDING OF AGREEMENT

12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.

12.2 This Agreement may be ended by agreement between Council and the Owner.

12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.

12.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

AL914734P
27/05/2015 $116.50 173

**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

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

.....

Delegate

THE COMMON SEAL OF THE WHITTLESEA CITY COUNCIL

**SIGNED SEALED AND DELIVERED** by **GIUSEPPE MOLINO** in the presence of:

.....

Witness

.....

AL914734P
27/05/2015 $116.50 173

## Mortgagee's Consent

**National Australia Bank** as Mortgagee of registered mortgage No. **AG773629L** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
For and on behalf of the Mortgagee.

# Annexure A

**Development Contributions List**

| Infrastructure Project | Total Cost | Owners Contribution | Credit Against Development Contributions | Timing of Construction |
|---|---|---|---|---|
| 1(a) Construction of the Harvest Home Road Intersection Project No R024 in the Development Contributions Plan generally in accordance with the approved "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E with any amendments required under the Permit. | $1,483,000 | 100% | $1,053,163.00 | Construction of this project shall commence as part of the first stage of the subdivision (Stage 5 of the Plan of Subdivision) approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan of Subdivision) approved by the Permit. |
| 1(b) Council checking and supervision fee on Infrastructure Project 1(a). | - | 100% | 100% | |
| 1(c) VicRoads fee in relation to Infrastructure Project 1(a) | $52,560 | 100% | $52,560 | |
| 2a) Construction of the Harvest Home Road Duplication. Project No. R004 in the DCP generally in accordance with the "Road and Drainage | $1,300,000 | 100% | $438,979.00<br>(486m x $903.25 p/lm) | Construction must commence as part of the first stage of the Plan of Subdivision (Stage 5 of the Plan of Subdivision) |

| Infrastructure Project | Total Cost | Owners Contribution | Credit Against Development Contributions | Timing of Construction |
|---|---|---|---|---|
| Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E 2014. | | | | approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan f Subdivision ) approved by the Permit . |
| 2(b) Land contribution for the Harvest Home Road Duplication | - | 100% | $388,885 (0.68Ha x $571,890 p.Ha) | Has previously been transferred to the Council |
| 2(c) Council checking and supervision fee on Infrastructure project 2(b). | - | 100% | 100% | |
| 3(a) Northern kerb of southern carriageway and Redding Rise infrastructure works. generally in accordance with plans and specifications generally in accordance with the "Road and Drainage Plans" DCE Consultants dated 29 September 2014 Revision E 2014. | $197,000* | 100% | $197,000 | Construction of this project must commence as part of first stage of the subdivision (Stage 5 of the Plan of Subdivision ) approved by the Permit No. 712848 and must be completed before the issue of a Statement of Compliance for third stage of any subdivision (Stage 7 of the Plan of Subdivision) |

| Infrastructure Project | Total Cost | Owners Contribution | Credit Against Development Contributions | Timing of Construction |
|---|---|---|---|---|
| | | | | approved by the Permit. |
| 3(b) Council checking and supervision fee on Infrastructure Project 3(a) | - | 100% | 100% | |
| 4 Construction of the shared path east-west along the northern shared trail network in the linear open space<br><br>Project No PC01 in the DCP. | - | 100% | $70,095.78<br><br>(486m x$144.23 p/lm) | Completed before the issue of a Statement of Compliance for the seventh stage of any subdivision (Stage 12 of the Plan of Subdivision) approved by the Permit |
| | | | | |

Notes:

All figures are where relevant, costed or indexed to 2013.

# Annexure B

## Construction Procedures

### Procedure for issue of Certificate of Practical Completion

1. Upon the completion of an Infrastructure Project the Owner must notify Council and any other relevant authority.

2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and/or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.

3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:

    a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and

    b. what must be done to satisfactorily complete the Infrastructure Project.

4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

### Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:

    a. consent of the owner of land to access such land;
    b. it has satisfied any condition of such consent; and
    c. in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.

6. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the approved plans.

### Quality of work

7. Apart from any other requirement contained in the Agreement, all work must:

    a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
    b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
    c. be carried out in a good and workmanlike manner;
    d. be fit and structurally sound, fit for purpose and suitable for its intended use;
    e. not encroach on land other than the land shown in any plans or specifications approved by Council;
    f. comprise best industry practice;

g. unless otherwise authorised comply with any relevant current Australian Standard; and
h. accord with a construction management plan to be prepared to the satisfaction of Council.

# PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 06 August 2025 10:43 AM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **54 EDENVALE BOULEVARD WOLLERT 3750** |
| Lot and P an Number: | **Lot 502 PS734549** |
| Standard Parce dentifier (SP ): | **502\PS734549** |
| Loca Government Area (Counci ): | **WHITTLESEA** www.whittlesea.vic.gov. u |
| Counci Property Number: | **982405** |
| P anning Scheme: | **Whittlesea** Planning Scheme Whittlesea |
| Directory Reference: | **Melway 181 J2** |

## UTILITIES

| | |
|---|---|
| Rura Water Corporation: | **Southern Rural Water** |
| Me bourne Water Retai er: | **Yarra Valley Water** |
| Me bourne Water: | **Inside drainage boundary** |
| Power Distributor: | **AUSNET** |

## STATE ELECTORATES

| | |
|---|---|
| Legis ative Counci : | **NORTHERN METROPOLITAN** |
| Legis ative Assemb y: | **THOMASTOWN** |

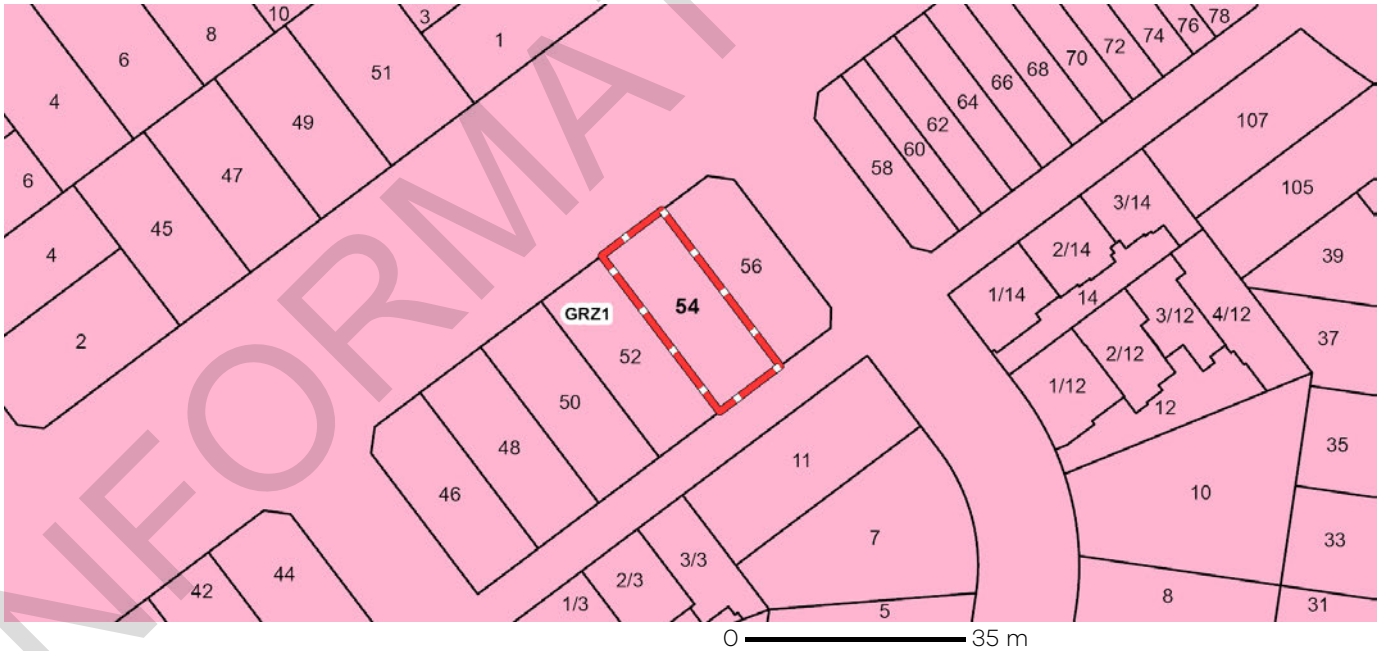
## OTHER

| | |
|---|---|
| Registered Aborigina Party: | **Wuru djeri Woi Wurrung Cultural Heritage Aboriginal Corporation** |
| Fire Authority: | **Country Fire Authority** |

View location in VicPlan

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)




**GRZ - General Residential**

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

# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 10 (DCPO10)


**DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 21 (DPO21)


**DPO - Development Plan Overlay**

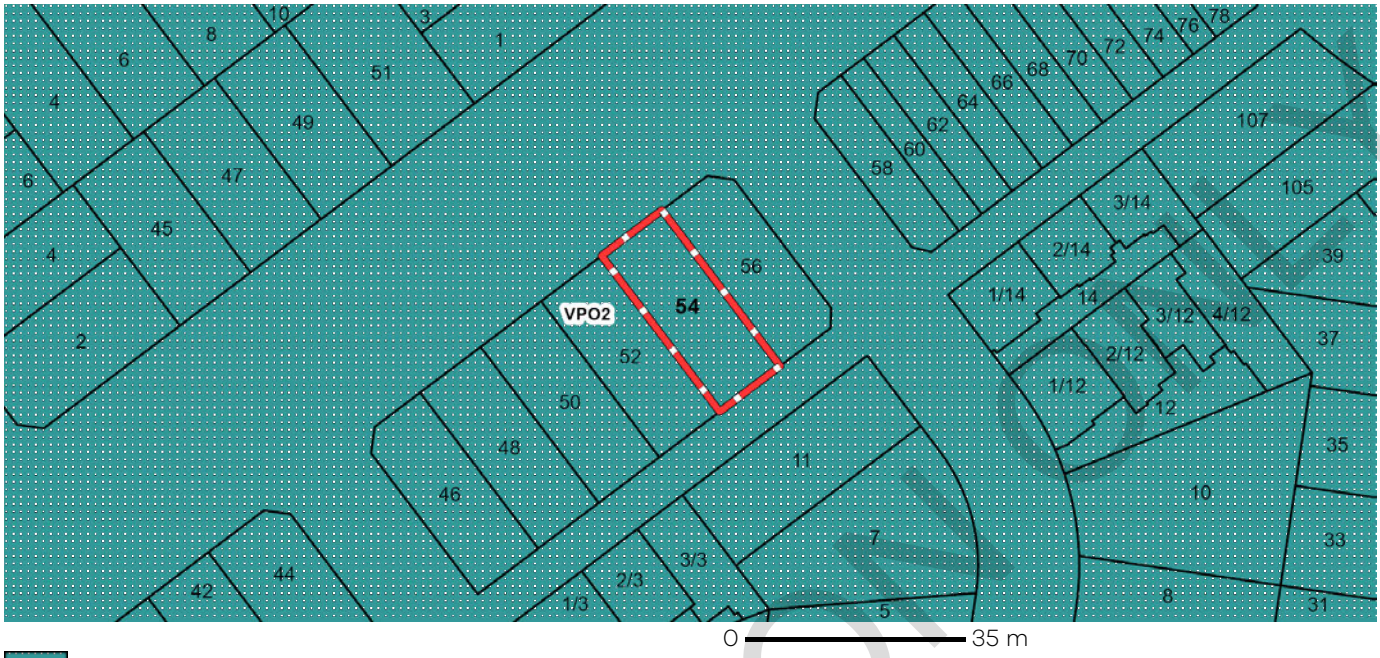
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

# PLANNING PROPERTY REPORT

Department of Transport and Planning

## Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)
VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)




**VPO - Vegetation Protection Overlay**

Note: due to overlaps, some overlays may not be visible, and some colours may not ma h those n the legen

## Further Planning Information

P anning scheme data ast updated on 5 August 2 25.

A **planning scheme** sets out po icies and re u remen s for the use, deve opment and protection of and.
This report provides information about the z ne and ver ay provisions that app y to the se ected and.
nformation about the State and oc po icy, articu ar, genera and operationa provisions of the oca p anning scheme that may affect the use of this and ca be btained by contacting the oca counci
or by visiting https://www.p an ing ic.go au

This report is NOT a **Plann ng Cer fi ate** issued pursuant to Section 199 of the ***Planning and Environment Act 1987.***
t does not inc ude informatio about exhibited p anning scheme amendments, or zonings that may abut the and.
To obtain a P anning Ce t ficate go to Tit es and Property Certificates at Landata - https://www. andata.vic.gov.au

For detai s of sur ounding properties, use this service to get the Reports for properties of interest.

To view p nning zo es, ove ay and heritage information in an interactive format visit
https:// apsha e.maps.vic.gov.au/vicp an

For o er inf rmation about p anning in Victoria visit https://www.p anning.vic.gov.au

# 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 f llowing a tailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protectio andard f r building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at htt s:// apsh re.vic.gov.au/vicplan/ or at the relevant local council.

Create a BPA definition plan in VicPlan to me sur the BPA.

Information for lot owners building in the PA is a ailable at https://www.planning.vic.gov.au.

Further information about the b ilding co trol system and building in bushfire prone areas can be found on the Victorian Building Authority website https://www.vba.vic.gov.au. Copie f the Building Act and Building Regulations are available from http://www.legislation.vic.gov.au. For Planning Scheme Provisions in bushfire area isit http //www.planning.vic.gov.au.

## Native Ve etation

Native p a ts that are indigenous to the region and important for biodiversity might be present on this property. This cou d inc ud trees shrubs, herbs, grasses or aquatic p ants. There are a range of regu ations that may app y inc uding need to obtain a anni g permit under C ause 52.17 of the oca p anning scheme. For more information see Native Vegetation (C ause 52.17) ith ca variations in Native Vegetation (C ause 52.17) Schedu e

To e p identify native vegetation on this property and the app ication of C ause 52.17 p ease visit the Native Vegetation nformation Management system https://nvim.de wp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or p ease co tact your re evant counci .

You can find out more about the natura va ues on your property through NatureKit NatureKit (environment.vic.gov.au)

# PROPERTY REPORT

Energy, Environment and Climate Action

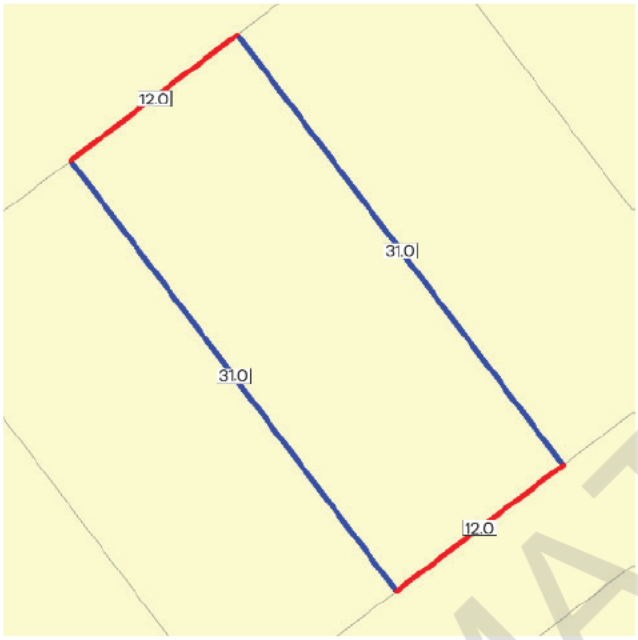
From www.land.vic.gov.au at 06 August 2025 10:43 AM

## PROPERTY DETAILS

| | |
|---|---|
| Address: | **54 EDENVALE BOULEVARD WOLLERT 3750** |
| Lot and P an Number: | **Lot 502 PS734549** |
| Standard Parce dentifier (SP ): | **502\PS734549** |
| Loca Government Area (Counci ): | **WHITTLESEA** www.whittlesea.vic.gov. u |
| Counci Property Number: | **982405** |
| Directory Reference: | **Melway 181 J2** |

## SITE DIMENSIONS

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




**Area:** 372 sq. m
**Perimeter:** 86 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require rate search, but dimensions for individual units are gene lly not available.

Calculating the are f om the dim nsions shown may give a different value to the area shown abov

For more a curate dimen ons get copy of plan at Title and Property Certifica es

## UTILITIES

| | |
|---|---|
| Rura Water Corporation: | **Southern ural Wa er** |
| Me bourne Water Retai er: | **Yarra alley Water** |
| Me bourne Water: | **Inside d ge boundary** |
| Power Distributor: | **AU NET** |

## STATE ELECTORATES

| | |
|---|---|
| Legis ative Counci : | **NORTHERN METROPOLITAN** |
| Legis ative Assemb y: | **THOMASTOWN** |

## PLANNING INFORMATION

Property P anning d ai s h ve been removed from the Property Reports to avoid dup ication with the P anning Property Reports rom th Department of Transport and P anning which are the authoritative source for a Property P anning info matio

The P an ng Property Report for this property can found here - P anning Property Report

P anning Property Reports can be found via these two inks
**Vicpl n** https://mapshare.vic.gov.au/vicp an/
**P operty and parcel search** https://www. and.vic.gov.au/property-and-parce -search

# PROPERTY REPORT

Energy, Environment and Climate Action

## Area Map


**Selected Property**

Vic Permits
BUILDING SURVEYORS

PO Box 24222
Melbourne VIC 3001

T: +61 3 9363 1799
E: info@vicpermits.com.au
W: www.vicpermits.com.au

ABN: 26 254 567 46

**Form 2**
Building Act 1993
Building Interim Regulations 2017
Regulation 313
**Building Permit**

**Building Permit Nº: 38615/20170565/0**
**Vic Permits Ref Nº: 17566**

**Issue To**

| | | | |
|---|---|---|---|
| Owner/Agent of Owner*[1] | **Lucky Homes Pty Ltd** | | |
| Postal Address | **Factory 2 80/82 Rebecca Drive, Ravenhall** | Post Cod | **3023** |
| Contact Person | **Mohsin** | Telephone | **03 8361 8197** |

**Ownership Details**

| | | | |
|---|---|---|---|
| Owner | **Sukhpreet Kaur** | | |
| Address | **7/75 Victoria Road, Parramatta NSW** | Post C de | **2150** |
| Contact Person | **Sukhpreet Kaur** | Telephone | **0416 714** |

**Property/Project Details**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Project Description | **Construction of Single Storey Dwelling and Associated Garage** | | | | | | |
| Address | **Lot 502, 54 Edenvale Boulevar , Wollert VIC 3750** | | | | | | |
| Lot/s | **502** | PS | **734549D** | Volume | **11834** | Folio | **312** |
| Crown Allotment | **-** | Section | **12** | Parish | **Wollert** | County | **-** |
| Municipal District | **Whittlesea City Coun il** | | | | | | |

**Builder***[2]

| | | | |
|---|---|---|---|
| Name | **Lucky Homes Pty Ltd** | Telephone | **3023** |
| Address | **Factory 2 80/82 Rebe ca Drive, Ravenhall** | Post Code | **03 8361 8197** |

**Details of Building Practitioners/Architect**

(A) To be engaged in the buildin work*[3]

| Name | Category/Class | Registration No. |
|---|---|---|
| **Muhammad Shafiq** | **Domestic Builder – Limited** | **DB-L 46103** |

(B) Who were engaged to pr pare documents forming part of this application for this permit*[4]

| Name | Category/Class | Registration No. |
|---|---|---|
| **Paul Benvenut** | **Draftsperson – Building Design (Architectural)** | **DP-AD 15634** |
| **Alex Sorgiovanni** | **Engineer – Civil** | **EC 22626** |

**Details of Domestic Building Work Insurance***[5]

The issuer r provider of the required insurance policy is **HIA Insurance Services Pty Ltd**

**D tails o Relevant Planning Permit**

Planning Permit No. **N/A** Date of Grant of Planning Permit **N/A**

**Nature of Building Work - Construction of a New Building**

**Building Classification**

| | | | |
|---|---|---|---|
| Part of Building | **Dwelling** | NCC Classification | **1a** |
| Part of Building | **Garage** | NCC Classification | **10a** |

**Building Details**

| | | | |
|---|---|---|---|
| Stage of Work Permitted | **To Completion of Works** | | |
| Total Floor Area of New Building Work | **204.46m²** | Ownership | **Private** |
| Allotment Area | **372m²** | No of Storeys | **One** |
| Floor Material | **Concrete** | External Wall Material | **Brick** |
| Roof Cladding Material | **Tiles** | Frame Material | **Timber** |
| No of Existing Dwellings | **N/A** | No of Dwellings Demolished | **N/A** |
| Total Value of Building Work | **$230,000.00** | No of New Dwellings | **One** |
| Cost of Building Work for this Stage | **$230,000.00** | Building Levy Applicable to this Permit | **$294.40** |
| Cost of Building Work for previous Stages | **N/A** | | |

**Performance Solution Determination**

A Performance Solution was used to determine compliance with the following Performance Requirements of the NCC that relate to this project:

- NCC Volume 2 P2.6.1 (Building), Part 3.12.0 (Energy Efficiency) – To permit a welling to not be provided with a solar hot water service or 2000 litre rainwater tank due to recycled water being u ilised.

**Prescribed Reporting Authorities**

The following bodies are prescribed reporting authorities for the purpo s of the application for this permit in relation to the matters set out below:

| Prescribed Reporting Authority | Matter Reported On | Regulation |
|---|---|---|
| Whittlesea City Council | Point of discharge of stor water | Regulation 610 |

**Inspection Requirements**

The mandatory inspection notification stages are as foll ws. The Relevant Building Surveyor undersigned below must be contacted for inspection bookings.

- **Prior to placing a footing (e.g. foundati n/pre slab);**
- **Prior to pouring all insitu reinforced concrete (e g. slab/trench steel, columns, beams, retaining wall etc);**
- **Completion of framework (steel, imber etc); and**
- **Final, upon completion of all building wo k**

**Occupation or Use of Building**

- **An occupancy permit is required prior to the occupation or use of this building**

**Commencement & Completion**

This building work must commence by: **14 December 2018**
This building work must b completed by: **14 December 2019**

**Conditions of Building Permit**

Refer to Annexure B for a list of conditions which apply to this Building Permit.

**Releva t Bui ding Surveyor**

Na e **Michael Tabone**
R gistration No. **BS-U 38615**
Add ess **Vic Permits**
**PO Box 24222**
**Melbourne VIC 3001**

Signature

Date of Issue of Permit **14 December 2017**

**Annexures**

| | |
|---|---|
| Annexure A | Approved Documents |
| Annexure B | Permit Conditions |
| Annexure C | Relevant Building Surveyor's Notes |

**Notes:**

1. Under regulation 318, an owner of a building or land for which a building permit has been issued must no fy the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builde carry g out the building work. The penalty for non-compliance is 10 penalty units.
2. Under regulation 317, the person in charge of the carrying out of building work on an allotment us ke all easonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and doc ments are available for inspection at the allotment while the building work is in progress. The person must also take a l reasonable steps to ensure that the registration numbers and contact details of the builder and building su veyor and t e number and date of issue of this permit are displayed in a conspicuous position accessible to the public befo e and during the building work to which this permit applies.
3. Include building practitioners with continuing involvement in the building work.
4. Include only building practitioners with no further involvement in the bu lding work.
5. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $16,000) must be covered by an insurance policy as equir d und r section 135 of the Building Act 1993.

**ANNEXURE A**

**APPROVED DOCUMENTS**

Project Description: **Construction of Single Storey Dwelling and Associated Garage**

Project Address: **Lot 502, 54 Edenvale Boulevard, Wollert VIC 3750**

Building Permit No: **38615/20170565/0**

Vic Permits Ref No: **17566**

**Documents forming part of this Building Permit approval are listed below. A copy of the approved stamped plans is to be kept on site at all times and must be available for viewing by the Building Insp ctor at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.**

Architectural Drawings prepared by: **Palt Building Designs**
Project No. **16101** Drawing No: **B1 to B10**

Structural Drawings prepared by: **Strucsand Consulting**
Project No. **17287** Drawing No: **1 to 7 (Rev B1)**

Structural Computations prepared by: **Strucsand Consulting**
Project No. **17287** Pages: **1 t 3**

Geotechnical Investigation Report prepared by: **ARC Soil Testing**
Project No. **ARC SR 2017-068** Dated: **4 March 2017**

Certificate of Compliance – Design issued by: **Alex Sorgiovanni – Strucsand Consulting**
Dated: **25 October 2017**

Certificate of Title Volume: **11834**
Folio: **312**

Form 1 – Building Permi Appli ation Form dated: **12 November 2017**

Letter of Appointment dated **30 November 2017**

Evidence of Reg stered Practitioners prepared by: **VBA**

Domes ic Building Work Insurance issued by: **HIA Insurance Services Pty Ltd**
Pol cy No **C332221** Dated: **11 December 2017**

D mestic Building Contract issued by: **Lucky Homes Pty Ltd**
Dated: **11 October 2017**

Property Information Response issued by: **Whittlesea City Council**
Dated: **10 May 2017**

Stormwater Legal Point of Discharge Response issued by: **Whittlesea City Council**
Dated: **31 October 2017**

Planning Advice/Information Response issued by: **Whittlesea City Council**
Dated: **13 November 2017**

Flooding Information Response issued by: **Melbourne Water**
Dated: **27 October 2017**

Sewer Depth and Offset Response issued by: **Yarra Valley Water**
Dated: **14 November 2017**

Developers Approval issued by: **Eden Garden**
Dated: **30 June 2017**

Energy Rating Report issued by: **Fondas Verginis VIC/BDAV/11/3009**
Dated: **27 October 2017**

Building Surveyors Consent Application issued by: **Sukhpreet Kaur**
Dated: **30 November 2017**

Performance Solution – Recycled Water issued by: **Vic Permits Building Surveyors**
Dated: **13 December 2017**

**ANNEXURE B**

**PERMIT CONDITIONS**

Project Description: **Construction of Single Storey Dwelling and Associated Garage**

Project Address: **Lot 502, 54 Edenvale Boulevard, Wollert VIC 3750**

Building Permit No: **38615/20170565/0**

Vic Permits Ref No: **17566**

**The following conditions form part of this Building Permit Approval, READ THEM CAREFULLY.**
**It is the responsibility of the permit holder/applicant to ensure the building permit conditions listed below are satisfied prior to the completion of works and issue of Occupancy Permit.**

**BUILDING INTERIM REGULATIONS 2017**

**1. Protection of Adjoining Property (Regulation 602)**
No portion of building works to encroach allotment boundaries. If access is required from the adjoining lots Vic Permits is to be notified as protection work notices may be requi ed to be se ved on the effected adjoining neighbour prior to works proceeding on site.

**2. Protection of the Public (Regulation 604)**
The builder or owner acting as a builder is to ensure hat all ne essary precautions are undertaken for the protection and safety of the public. The builder or owner acting as a builder must ensure precautions or works are not carried out beyond the street alignment without prior consent and report from the relevant council.

**3. Designated Bushfire Prone Areas – BA 12.5 (Regulation 810-812)**
The allotment has been designated as ing wi hin a Bushfire Prone Area by the Minister for Planning and requires a minimum BAL 12.5 rating be applied to this sit

The proposed works has been determin d by Vic Permits as having a Bushfire Attack Level of BAL LOW/12.5, and in accordance with Regulation 810 812, he proposed works must be constructed to withstand Ember/Flame Attack and is to achieve a BAL of 12.5 ating in accordance with sections 3 & 5 of AS3959.

**NATIONAL CONSTRU TION CODE - VOLUME 2**

**4. Roof Truss/Floor Jo st Design and Timber Framing (Part 3.4.3)**
The design of roof truss s and floor joist layout, their configuration and position shall be prepared using recognised design packages and details to be submitted prior to frame inspection.

All tim er framing to comply with AS1684.

**5 Smoke Alarms (Part 3.7.2)**
Smoke alarms to comply with AS3786 and be interconnected and hard wired to mains power.

**6. Glazing (Part 3.6)**
All glazing to comply with AS1288 and AS2047. Ensure minimum 20mm high decals provided to full height glazing located between 700 and 1200mm from finished floor level.

**7. Risers and Goings (Part 3.9.1)**
Stair flight riser heights to steps to be constructed between 115-190mm and going lengths for treads to be between 240-355mm. Landings must be provided where the sill of a threshold of a door opens on to a stair that provided a change in floor level or floor to ground level greater than 3 risers or 570mm. Attention should be made to the slope relationship (i.e. 2R+G) requirement of Figure 3.9.1.2 of the NCC. Non-slip finishes to be provided to all steps, ramps and landings. Treads and nosing strips must have a slip-resistance classification not less than that listed in Table 3.9.1.3 when tested in accordance with AS4586.

**8. Construction of Sanitary Compartments (Part 3.8.3.3)**
Inward swinging toilet doors to enclosed sanitary compartments, where <1200mm between the closet pan and doorway, to be readily removable from the outside.

**9. Wet Area and External Waterproofing (Part 3.8.1)**
Waterproofing to walls and floors to wet areas to be provided where required by Part 3.8 in accordance with AS3740. Balconies to be waterproofed in accordance with AS4654.1 and AS4654.2, and other external surfaces to grade away from building and be provided with sufficient drainage.

**10. Ventilation (Part 3.8.5)**
Exhaust Fans from sanitary compartments must be vented either directly through posi-struts to an external wall or up to a vented roof space.

**11. Artificial Lighting (Part 3.12.5.5)**
The lamp power density or illumination must not exceed 5W/m to dwelling, 4W/m² to verandah or balcony and 3W/m² to garage with confirmation provided upon completion of works

**GENERAL**

**12. Allotment Boundaries**
No portion of building works to encroach allotment boundaries.

**13. Undermining**
Works must not undermine adjoining dwellings. If undermining is to occur, then works are to cease and an engineer's redesign would be required.

**ANNEXURE C**

**RELEVANT BUILDING SURVEYORS NOTES**

Project Description: **Construction of Single Storey Dwelling and Associated Garage**

Project Address: **Lot 502, 54 Edenvale Boulevard, Wollert VIC 3750**

Building Permit No: **38615/20170565/0**

Vic Permits Ref No: **17566**

**GENERAL**

**Inspection Notification Procedure**
Building inspections are to be arranged with the Relevant Building Surveyor. Generally inspections are carried out within 24–48 hours' notification; however, this must be arranged with a minimum of 48 h s notice in advance.

**Other Fees and Permits**
All additional permits required by Whittlesea City Council shall be obtained and fees or deposits lodged for same (e.g. Road Access, Road Occupation, Hoarding, Health Approval etc).

**Covenants and 173 Agreements**
It is the responsibility of the owner to ensure all covenants and se tion 173 agreements listed on the Certificate of Title are complied with as they are not enforced by the Relevant Building Surveyor under the Building Act 1993.

**BUILDING ACT 1993**

**Application of New Building Regulations to Build g Work (Section 10)**
It has been considered that substantial rogres was made on the design of the building prior to the adoption of amendment of the Building Interim Regula ions 2017. Therefore, this building permit has been assessed under the Amendment of the Building Reg lations 2006

**BUILDING INTERIM REGULAT ONS 2017**

**Display of Permit Information – Signage (Regulation 317)**
The person in cha ge of carrying out building works must take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date o the perm t are displayed. Signage to be displayed in a conspicuous position accessible to the public prior to the commencement of building works and is to remain visible and legible for the duration of building works.

**Repor ing Authority Consents (Regulation 308)**
R porting Authority Consents have been sought and obtained for the following matter:

- Regulation 610 – Point of discharge of storm water

Vic Permits
BUILDING SURVEYORS

PO Box 24222
Melbourne VIC 3001

T: +61 3 9363 1799
E: info@vicpermits.com.au
W: www.vicpermits.com.au

ABN: 26 254 567 46

**FORM 16**
**OCCUPANCY PERMIT**
Building Act 1993
Building Regulations 2018
Regulation 192

**Occupancy Permit Ref N°: 17566**

**This occupancy permit must be displayed in the following approved location:**
N/A

**Property Details**

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Project Description | | **Construction of Single Storey Dwelling and Associated Garage** | | | | | |
| Address | | **Lot 502, 54 Edenvale Boulevard, Wollert VIC 3750** | | | | | |
| Lot/s | **502** | PS | **734549D** | Volume | **11834** | Folio | **312** |
| Crown Allotment | - | Section | **12** | Parish | **Wollert** | County | - |
| Municipal District | | **Whittlesea City Council** | | | | | |

**Building Permit Details**

| | |
|---|---|
| Building Permit No. | **38615/20170565/0** |
| Version of NCC applicable to building permit | **2016** |

**Building Details (Class 1 & 10)**

| Part of Building | Use | NCC Class | Allowable Flo r Loading | Max No. of People to be Accommodated |
|---|---|---|---|---|
| **Ground Floor** | **Dwelling** | **1a** | **1.5kPa** | **N/A** |
| **Ground Floor** | **Garage** | **10a** | **2.5kPa** | **N/A** |

**Performance Solution**
A Performance Solution was used to determin compl nce with the following performance requirements of the NCC that relate to the building/place o public e tertainment to which this permit applies:

| Relevant Performance Requirem nt | Deta ls of Performance Solution |
|---|---|
| NCC Volume 2 P2.6.1 (Building), Pa t 3.12.0 (Energy Efficiency) | To permit a dwelling to not be provided with a solar hot water service or 2000 litre rainwater tank due to recycled water being utilised. |

**Prescribed Reporting Aut orities**
The following bodies are pres ribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

| Reporting Authori y | Matter Reported On/Consented To | Regulation No. |
|---|---|---|
| Whittles a City Council | Point of discharge of storm water | Regulation 610 |

**Manda ory In pection Stages**

| | |
|---|---|
| Date of Fo ndation Inspection: | **12 April 2018** |
| Date of Reinforcement Inspection: | **16 April 2018** |
| Date f Frame Inspection: | **16 May 2018** |
| D te of Final Inspection: | **9 November 2018, 5 December 2018** |

**Suitability of Occupation**
At the date this occupancy permit is issued, the building/place of public entertainment to which this permit applies is suitable for occupation.

**Relevant Building Surveyor**

| | |
|---|---|
| Building Surveyor Name | **Michael Tabone** |
| Company Name | **VIC Permits Pty Ltd** |
| Company Registration No | **CBS-U 56321** |
| Address | **PO Box 24222**<br>**Melbourne VIC 3001**<br>**info@vicpermits.com.au** |
| Signature |  |
| Date of Issue | **10 December 2018** |

vmia
Risk Management and Insurance

**HIA INSURANCE SERVICES PTY LTD**
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

# Domestic Building Insurance

## Certificate of Insurance

**Sukhpreet Kaur**
**U 7 75 Victoria Rd**
**PARRAMATTA**
**NSW 2150**

Policy Number:
**C332221**

Policy Inception Date:
**11/12/2017**

Builder Account Number:
**006391**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

| | |
|---|---|
| Domestic Building Work: | **C01: New Single Dwelling Construction** |
| At the property: | **Lot 502 Eden Garden Estate WOLLERT VIC 3750 Australia** |
| Carried out by the builder: | **LUCKY HOMES PTY LTD** |
| Builder ACN: | **151129618** |

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

| | |
|---|---|
| For the building owner(s): | **Sukhpreet Kaur** |
| Pursuant to a domestic building contract dated: | **26/08/2016** |
| For the contract price of: | **$ 230,000.00** |
| Type of Cover: | **Cover is only provided if LUCKY HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *** |
| The maximum policy limit for claims made under this policy is: | **$300,000 all inclusive of costs and expenses *** |
| The maximum policy limit for non-completion claims made under this policy is: | **20% of the contract price limited to the maximum policy limit for all claims under the policy*** |

**PLEASE CHECK**
If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

**IMPORTANT**
This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

**VIC PERMITS PTY LTD**
**BUILDING PERMIT**
BUILDING ACT 1993
BUILDING INTERIM REGULATION 2017
THIS DOCUMENT IS TO BE READ IN CONJUCTION
WITH BUILDING PERMIT NUMBER:
**38615 / 20170565 / 0**



Issued by Victorian Managed Insurance Authority

Date Generated:11/12/2017
OFFICE USE ONLY: COI-0717-1


Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

HIA INSURANCE SERVICES PTY LTD
4 / 70 Jolimont Street
Jolimont VIC 3002
www.hiainsurance.com.au
1800 633 467

## Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

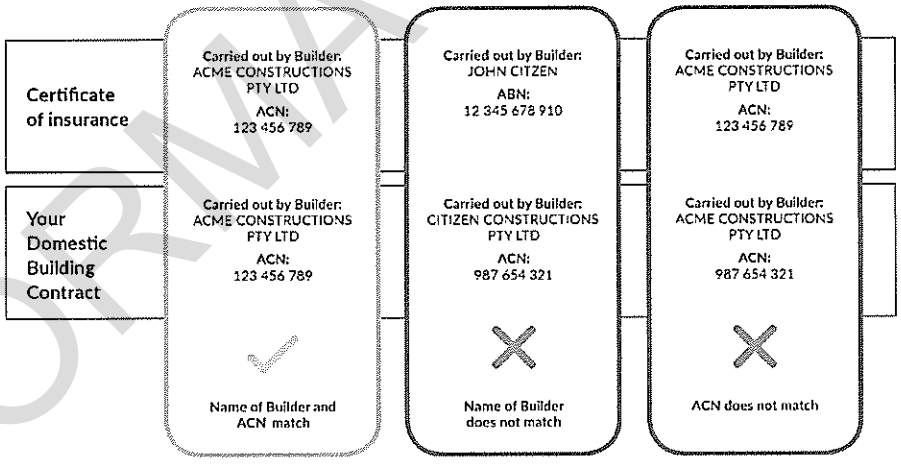
Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

| | |
|---|---|
| Base DBI Premium: | **$1,195.00** |
| GST: | **$119.50** |
| Stamp Duty: | **$131.45** |
| **Total:** | **$1,445.95** |

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**

***Below are some example of what to look for***



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

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

Harcourts
Rata & Co



# Residential Rental Agreement

for

54 Edenvale Boulevard, WOLLERT VIC 3750

This agreement is between **Sukhpreet Kaur** and **Irapreet Randhawa, Gourav Madaan**.

# Residential Rental Agreement of no more than 5 years

*Residential Tenancies Act 1997* Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Wed 28/05/2025

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

54 Edenvale Boulevard, WOLLERT VIC **Postcode** 3750

### 3. Rental provider details

| | |
|---|---|
| Full name or company name of rental provider | Sukhpreet Kaur |
| | |
| Address (if no agent is acting for the rental provider) | **Postcode** |
| Phone number | |
| ACN (if applicable) | |
| Email address | |

**Rental provider's ag nt details** (if applicable)

| | |
|---|---|
| Full n me | Harcourts Rata & Co |
| Address | 337-339 Settlement Road, Thomastown, VIC **Postcode** 3074 |
| Phone number | 03 9465 7766 |
| ACN (if applicable) | |
| Email address | sachi.samarasekera@rataandco.com.au |

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

## 4. Renter details

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

| | |
|---|---|
| Full name of **renter 1** | Irapreet Randhawa |
| Current Address: | 54 Edenvale Boulevard **Postcode** |
| Phone number: | [redacted] |
| Email: | [redacted] |
| Full name of **renter 2** | Gourav Madaan |
| Current Address: | 54 Edenvale Boulevard **Postcode** |
| Phone number: | [redacted] |
| Email: | [redacted] |
| Full name of **renter 3** | |
| Current Address: | **Postcode** |
| Phone number: | |
| Email: | |
| Full name of **renter 4** | |
| Current Address: | **Postcode** |
| Phone number: | |
| Ema l: | |

## 5. Length of the agreement

☑ Fixed term agreement — Start date: Fri 30/05/2025 (this is the date the agreement starts and you may move in)

End date: Fri 29/05/2026

☐ Periodic agreement (monthly) — Start date:

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

---

**6. Rent**

| | |
|---|---|
| Rent amount($) (payable in advance) | 2390.00 |
| To be paid per | ☐ week ☐ fortnight ☑ calendar month |
| Day rent is to be paid (e.g. each Thursday or the 11th of each month) | 30th day of each month |
| Date first rent payment due | Fri 30/05/2025 |

---

**7. Bond**

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

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

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

| | |
|---|---|
| **Rental bond amount($)** | 2390 |
| **Date bond payment due** | F 30/05/2025 |

## Part B – Standard terms

---

**8. Rental provide 's prefe red method of rent payment**

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

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

Rental pr vider to tick permitted methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque ☐ money order ☑ BPay

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Biller Code 4481
BPAY REF: 55035174

## 9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

☑ Yes — Sachi Samarasekera: sachi.samaras kera@rataandco.com.au

☐ 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 — Irapreet R ndhawa: [redacted]

☐ No

**Renter 2** ☑ Yes — Go rav Madaan: [redacted]

☐ No

**Rent 3** ☐ Yes

☐ No

**Renter 4** ☐ Yes

☐ No

## 10. Urgent repairs

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

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

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

| | |
|---|---|
| Emergency contact name | Alex Doucas |
| Emergency phone number | 03 9465 7766 |
| Emergency email address | maintenance@maintenanceplus.com.au |

## 11. Professional cleaning

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

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and th renter was advised that professional cleaning or cleaning to a professional standard had been carr ed o t to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a pro ess onal 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 ented remises 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 imme iately before the start of the tenancy, having regard to the condition report and taking into account fair wear nd tear.

## 12. Owners corporation

Do owners corporation ru es apply to the premises?
*If yes, the r ntal provider must attach a copy of the rules to this agreement.*
(Rental provider to ti k as appropriate)

- [x] No
- [ ] Yes

## 13. Condition report

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

- [ ] The condition report has been provided
- [x] The condition report will be provided to the renter on or before the date the agreement starts

## Part C – Safety related activities

### 14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years a 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 applianc s, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installa ions and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfit er 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 al rm a e replaced as required.

(b) The rental provider must immediately ar ange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the rente hat it is not in working order.
**Note:** Repair or replacement of a ard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii nformation ab ut how to test each smoke alarm in the rented premises;
   i. info mation about the renter's obligations to not tamper with any smoke alarms and to report if a smoke arm 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 bui dings.

### 17 Swimming pool barrier safety activities

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

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

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

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

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

---

**18 Relocatable pool safety activities**

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

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

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

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatab e 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 s in a bushfi e prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone ar a und r ection 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental prov der must ensure the water tank and any connected infrastructure is maintained in good repair as required.

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

## Part D – Rights and obligations

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

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

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

## 20. Use of the premises

### The renter:

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

## 21. Condition of the premises

### The rental provider:

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

### The renter:

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

## 22. Modifications

### The renter:

- may make some modifications without seeking he renta provider's consent. These modifications a e liste on the Consumer Affairs Victoria website; and
- must seek the rental provider's nsent before i stalling any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refu ed con ent for a modification mentioned in the Act; an
- at the end of th agre ment, must restore the premises to the condition t was in be ore they moved in (excluding fair wear and tea This includes removing all modifications, unles the parti s agre they do not need to be removed.

### The rental pro ider:

- m st not nreasonably refuse consent for certain modif cations.

A list of the modifications that the rental provider cannot u reaso ably refuse consent for is available on the Consumer Affai s Victoria website consumer.vic.gov.au/renting.

## 23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks nd 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 outsi e; and
  - may be unlocked from the insid with r with ut a key
- The renter must obtain consent f om the re l provider to change a lock in the master k y sys em.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental pr vider must not give a key to a person excluded from th premises under a:
  - fa ily viol nce intervention order; or
  - a f mily violence safety notice; or
  - recognised non-local DVO; or
  - pe sonal safety intervention order.

## 24. R pairs

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

## 25 Urgent repairs

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

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

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

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

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

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

## 26. Non-urgent repairs

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

## 27. Assignment or sub-letting

### The renter:

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

### The rental provider:

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

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a rece t for rent, then renter may request a receipt
- The rental provider must not increase th r nt un er a fixed term agreement unless the agreement provide for an increase by specifying the amoun of i crease or the method of calculating the rent increas

## 29. Access and entry

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

## 30. Pets

- The rente must seek consent from the rental provider before keepi g a pet on the premises.
- The renta provider must not unreasonably refuse a request to keep a pet.

### 31. Additional terms (if any)

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

## 32. Damage to the Premises

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

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

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

## 33. Cleanliness of the Premises

33.1 The Renter must keep the Premises in a reasonably clean condition du ing e per od of the Agreement.

## 34. Agent is First Point of Contact

34.1 The Renter acknowledges that it is not permitted to conta t the Ren al provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that whe e the Rental pro ider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provid r's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

## 35. Water Consumption & Utilities

35.1 The Renter is responsible for all wa er u age charges where the property is separately metered. It is the Renter's obligation to establish the water u ag acco nt with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnect d or damaged:
a. due to the fault of the Rental p o ider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
b. due to the fault of he Renter, or a person the Renter has on the Premises, the Renter must have the service re- connected or repaired at its cost.

35.3 If the enter isconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, anothe servic connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-c nnect n and consumption of water, gas, electricity and telephone.

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

## 36. Condition Report

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

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

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

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

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

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

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

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

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

## 38. Reporting Defects

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

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

## 39. Inspections

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

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

## 40. Disclosure of information

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

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

## 41. Employment Details

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

## 42. Permitted Use

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

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

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

## 43. Urgent and Non-Urgent Repairs

43.1 The Renter acknowledges that all non urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the conta t detail sp cified in Item 3 in the Schedule or to the nominated Agent's Representative.

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

43.3 The Rental p ovider a d the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repa rs prior t pro eeding.

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

## 44 Garden and Parking

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

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

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

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

## 45. Light Globes and Pilot Lights

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

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

## 46. Pets

46.1 The Renter is prohibited from keeping any animal or pet o any desc iption on the Premises without the completion of the Pet Request form. The renter provider h s 14 days to make a decision. If they don’t agree, the rental provider will apply to VCAT. The renter can’t kee a pet while VCAT is making a decision.

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

46.3 Should a pet cause any damage in l ding ut not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of he Premises, the Renter must report any damage caused to the Premises to the Agent within 7 day and th Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense

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

## 47. Rubbish and hanging clothes

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

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

## 48. Inflammable Liquids Not Permitted

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

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

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

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

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

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

## 50. Smoke Alarms

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

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

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

## 51. Swimming Pool/Spa

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

51.2 The Renter hereby agrees:

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

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

## 52. Locks & Keys

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

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

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

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

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

## 53. Blockages Caused by Misuse

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

## 54. Payment Of Rental

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

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

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

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

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

55 2 Th Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of $250 (inclusive of GST) plus a Renter National Tenancy Database Check of $22.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of $6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of $5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

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

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

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

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

## 56. Fixed Term Lease Break

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

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

a. any advertising costs incurred including an internet marketing cost of $398 (inclusive of GST);
b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST , applied pro- ata;
c. a 'For Lease' board to be erected at a cost of $99.00 (inc usive of GST);
d. Residential Tenancy Database checks on each applicant a a cost of $22 per applicant (inclusive of GST);
e. Condition Report $99.00;
f. all rent due from the time of vacating to the expira ion of the fixed term lease OR until such time a replacement renter's lease begins.
g. all advertising amounts including intern t, bo rds and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay re t in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property bein re-l ased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

## 57. Advertising Boards and Access To The Premises

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

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

## 58. Owners Corporation Rules (Where Applicable)

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

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

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

## 59. Condensation and Mould

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

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

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

## 60. Pot Plants and Furniture Placement

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

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

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

## 61. Smoking

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

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

## 62. Redirection of Mail and Disconnection of Services

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

## 63. Notice to Vacate

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

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

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

## 64. Expiry of Fixed Term Agreement

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

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

## 65. Keys

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

## 66. Cleaning Premises Upon Vacating

66.1 The Renter must:

a. remove all possess ons in luding but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
b. undertake a ull cle n of he Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. f the Renter is not able to undertake the full clean, they must immediately advise the Agent to arr nge a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter

66 2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior o the enancy commencing.

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

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

## 67. Bond Lodgement and Refund

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

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

## 68. General

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

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

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

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

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

## 69. General

69.1 The Residential Rental Rental provider (L ndlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliat s in luding but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entitie or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local ouncil, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twe ty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real E tate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

## Rental Standards

1. Are there deadlocks to al Entry doors?

   A. If no could one be fitted?
   B. Can th locking device be operated by a key from the outside; and may be unlocked from the inside with or with ut a key?

2. Is a vermin-proof rubbish bin supplied?

   A Is a vermin-proof recycle bin supplied?
   B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

   A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

A. Is there a 3 Star rated showerhead fitted?

5. Is there a dedicated area for cooking and food preparation?

A. Is the sink in good working order and is connected to hot and cold water?
B. Is the cooktop in good working order and has 2 or more burners?
C. Is the oven is in good working order - if fitted?

6. Are laundry facilities present in the rented premises?

A. Are the laundry facilities connected to a reasonable supply of hot and cold water?

7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?

8. Is there any visual evidence of mould or damp caused by or related to the building structure?

9. Does the property have a safety switch / RCD?

10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give pr vacy?

A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?

11. Can all external windows in the rented premises that are capable of opening able o be set in a closed or open position?

A. Do all external windows in the rented premises which are capabl of pening have a functioning latch to secure the windows against external entry?

12. Do the interior rooms, corridors and hallways of the rented premises ave access to light, whether natural or artificial, which provides a level of illuminance appropriate o the function or use of those rooms?

13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?

14. Is there a working heater in the main living area of the premises?

## Property Disclosures

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

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below abou the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☑ No

Comments

-

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared o an o going proposal to sell the property?
If yes, please provide details below.

☐ Yes ☑ No

Comments

-

### Homicide

Are the premises or common prop rty kn wn to have been the location of a homicide in the last 5 years?

☑ Yes ☐ No

Comments

-

## Drug Contamination

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

☐ Yes ☑ No

Comments

-

## Mould or Dampness

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

☐ Yes ☑ No

Comments

-

## Safety Checks

Has the premises had the required gas safety check, el ctr cal safety c eck and pool barrier compliance check (if applicable) carried out?
If they have been carried out, you must provide the dates of the atest applicable checks below.

☐ Yes ☑ No

Comments

-

## Safety Check Recommendations

Are there any outs anding ecommendations for work to be completed at the premises from a gas safety check and electrical safety heck?

If the answer is yes, a description of the outstanding recommendations is to be provided in 'Further information' below.

☐ Yes ☑ No

Comments

-

## Asbestos

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

☐ Yes ☑ No

Comments

-

## Building/Planning Permit

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

☐ Yes ☑ No

Comments

-

## Building Work Dispute

Is there a current domestic building work dispute under the Dome tic Bu lding Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☑ No

Comments

-

## OC Dispute

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

☐ Yes ☐ No

Comment

-

## Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If the answer is yes, a description of the notice, order, declaration, report or recommendation must be provided in 'Further Information' below

☐ Yes ☑ No

Comments

-

## Heritage Register

Are the premises a heritage listed place on the Heritage Register?
A place included in the Heritage Register within the meaning of section 3(1) of the Heritage A t 2017.

☐ Yes ☑ No

Comments

-

## Minimum Standards

Do the premises meet the rental minimum stand rd ?
The rental minimum standards are new regulations that me into effect on the 29th March 2021 and all rented premises must comply with important requirements relatin to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minim m standards can be found on the Consumer Affairs website (https://www.consumer.vic.gov.au/r ntalstandards)
If the premises does not meet any of he requirements, please provide details below.

☑ Yes ☐ N

Comments

-

## Right To Let the Premises

A e you the owner of the property?
If yo are not, please advise the specifics of your rights to rent the property out on the owners behalf.

☑ Yes ☐ No

Comments

-

## Mortgagee Possession

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

☐ Yes ☑ No

Comments

-

**Renter Acknowledgement**

1. *Irapreet Randhawa viewed and acknowledged at Tue, 27/05/2025 21:39 from device: Android 10 K Chrome Mobile 136.0.0*
2. *Gourav Madaan viewed and acknowledged at Mon, 26/05/2025 21:34 from device: iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103*

**Privacy Collection Notice**

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

**Primary Purpose**

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

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

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (N tional Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
  The database operator an be contacted for information on the s rvice or t equest a copy of the data held via email at info@tenancydataba e.com.au or by submitting the request form on their website at the following address
  http ://www.tenancydatabase.com.au/contact-us
- Other Real Estate Agents, **Rental Providers** and Valu rs

**Secondary Purpose**

**Har ourts Rata & Co** also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisat ons contacting us on your behalf i.e. Banks, Utili es (Gas, Electricity, Water, Phone), Employers, et

If your personal information is not prov ded to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our c ient, or c rry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be ble o provide.

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

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

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

**Disclaimer**

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

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

**Signatures**

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

**Rental Provider**

Rental Provider : **Sukhpreet Kaur**

*Signed at Wed, 28/05/2025 04:42 , from device: iOS 18.4.1 iPhone Mobile Safari 8.4*

**Renter(s)**

Renter 1: **Irapreet Randhawa**

*Signed at Tue, 27/05/2025 21:40 , from device: Android 10 K Chrome Mobile 136.0.0*

Renter 2: **Gourav Madaan**

*Signed at Tue, 27/05/2025 21:35 , from device: iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103*



## AUDIT TRAIL

**Irapreet Randhawa (Renter)**

Tue, 27/05/2025 21:37 - Irapreet Randhawa clicked 'start' button to view the Residential Rental Agreement *(Android 10 K Chrome Mobile 136.0.0, IP: 49.199.152.230)*

Tue, 27/05/2025 21:40 - Irapreet Randhawa stamped saved signature the Residential Rental Agreement *(Android 10 K Chrome Mobile 136.0.0, IP: 49.199.152.230)*

Tue, 27/05/2025 21:40 - Irapreet Randhawa submitted the Residential Rental Agreement *(Android 10 K Chrome Mobile 136.0.0, IP: 49.199.152.230)*

**Gourav Madaan (Renter)**

Mon, 26/05/2025 11:37 - Gourav Madaan clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 49.183.176.99)*

Mon, 26/05/2025 13:04 - Gourav Madaan clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 49.183.176.99)*

Mon, 26/05/2025 21:33 - Gourav Madaan clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 139.216.195.239)*

Mon, 26/05/2025 23:42 - Gourav Madaan clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 49.184.77.234)*

Mon, 26/05/2025 23:49 - Gourav Madaan clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 49.184.77.234)*

Tue, 27/05/2025 20:15 - Gourav Madaan clicked 'start' button to view the Residential Rental Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 49.199.152 230)*

Tue, 27/05/2025 21:31 - Gourav Madaan clicked 'start' button to view the Residential Ren al Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 49.199.152.230)*

Tue, 27/05/2025 21:35 - Gourav Madaan stamped saved signature the Residential Rental Agreement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP 49.199.152.230)*

Tue, 27/05/2025 21:35 - Gourav Madaan submitted the Residential Rent l Ag eement *(iOS 18.5.0 iPhone Chrome Mobile iOS 136.0.7103, IP: 49 199.152.230)*

**Sukhpreet Kaur (Rental Provider)**

Wed, 28/05/2025 04:40 - Sukhpreet Kaur clicked 'start' butto to view the Residential Rental Agreement

Wed, 28/05/2025 04:42 - Sukhpreet Kaur stamped saved ignature the Residential Rental Agreement

Wed, 28/05/2025 04:42 - Sukhpreet Kaur submitted the Residential Rental Agreement

## AGREEMENT END

City of Whittlesea
Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

# Valuation and rates notice

**For the period 1 July 2024 to 30 June 2025**

**Assessment number: 0982405**

To receive your rates notice via email, register at
whittlesea.enotices.com.au
Reference No: 32EE915D M

S Kaur
Unit 7
75 Victoria Road
PARRAMATTA NSW 2150

006

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

## Property details 54 Edenvale Boulevard WOLLERT VIC 3750

LOT 502 PS 734549D

**Owner:** Kaur Sukhpreet

**Ward :** Ganbu Gulinj

## Valuation details

| Site Value | Capital Improved Value | et A nual V lue |
|---|---|---|
| $370,000 | $650,000 | 2 500 |

**Level of value date** 01/01/2024 **Valuation operati d e** 0 /07/2024

**AVPCC** 110 Detached Dwelling

## Rates and charges

| | | |
|---|---|---|
| Balance Brought Forward | | $11,927.55 |
| **Council Charges** | | |
| General rate 32,500 x 0.04683579 | | $1,522.16 |
| Waste Service Charge (Res/Rural) | 205.70 | $205.70 |
| **State Government Charges** | | |
| Fire services charge (Res) 1 x 132 | | $132.00 |
| Fire services levy (Res) 650,000 x 0. 0008 00 | | $56.55 |
| Waste Landfill Levy Res/Rural x 14. 0 | | $14.20 |
| **Total** | | **$13,858.16** |

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

## Instalment 1

**$12,412.16**
Du By 3 /09/2024

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

**Instalment 2** **$482.00**
Due By 30/11/2024

**Instalment 3** **$482.00**
Due By 28/02/2025

**Instalment 4** **$482.00**
Due By 31/05/2025

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

**OR**

**Lump sum** **$13,858.16**
Due By 15/02/2025

## Access free and discounted waste disposal vouchers online

Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call 9217 2170.

Waste and recycling vouchers are now online – whittlesea.vic.gov.au/wastevouchers



## How to pay

**whittlesea.vic.gov.au**
VISA
Phone **1300 301 185**
VISA
**Council Offices**
See the back of this notice for opening hours and locations

**BPAY**
Biller Code: 5157
Ref: 0982405
BPAY this payment via internet or phone banking

**FlexiPay**
FlexiPay
Set up your flexible payment options.
Scan the QR code or visit
whittlesea-pay.enotices.com.au
VISA Bank Account G Pay Pay

**Post Billpay**
Post Billpay
Billpay Code: 0350
Ref: 9824053
Pay in person at any post office:
131 816 or postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device.
Download the Australia Post mobile app.

*350 9824053

*350 9824053

## Payment – instalments/lump sum

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

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

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

## Payment plans

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

## Financial hardship

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

## Interest on late payments

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

## Allocation of payments

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

## Rate capping

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

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

## Date rates declared

21 May 2024

## Fire Services Property Levy

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

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

## Pension rebate

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

## Farm land and single farming enterprise

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

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

## Objection to the valuation

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

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

## Objection to a rate or charge

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

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

## Change of name/address

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

## Waste vouchers

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

## Privacy statement

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

**Differential rates calculated on net annual value**

| Differential type | Rate in the dollar | Differential for this assessment |
|---|---|---|
| General | 0.04683579 | $1,522.16 |
| Farm* | 0.02810147 | $913.30 |

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



City of Whittlesea

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

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

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

Locked Bag 1, Bundoora MDC VIC 3083

**info@whittlesea.vic.gov.au**

**whittlesea.vic.gov.au**

Interpreter

Free telephone interpreter service
131 450

**Arabic** خدمة الترجمة الشفهية الهاتفية المجانية
**Chinese Simplified** 免费电话传译服务
**Chinese Traditional** 免費電話傳譯服務
**Greek** Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
**Italian** Servizio di interpretariato telefonico gratuito
**Macedonian** Бесплатна телефонска услуга за преведување
**Persian/Farsi** خدمات مترجم شفاهی تلفنی رایگان
**Punjabi** ਮੁਫ਼ਤ ਟੈਲੀਫ਼ੋਨ ਦੁਭਾਸ਼ੀਆ ਸੇਵਾ
**Turkish** Ücretsiz telefonla tercümanlık servisi
**Vietnamese** Dịch vụ thông dịch qua điện thoại miễn phí

# Your quarterly bill

Yarra Valley Water

| | |
|---|---|
| **Enquiries** | 1300 304 688 |
| **Faults (24/7)** | 13 27 62 |
| **Account number** | 94 7007 8540 |
| **Invoice number** | 9470 6699 1414 |
| **Issue date** | 12 025 |

Tax Invoice Yarra Valley Water ABN 93 066 902 50

Ms S KAUR
67 VICTORIA RD
PARRAMATTA NSW 2150

| Amount du | Due date |
|---|---|
| **$191.01** | **2 Jun 2025** |

## Summary

**54 EDENVALE BVD, WOLLERT**

**Property Number 5153 986**, PS 734549

| **Product/Service** | **Amount** |
|---|---|
| Water Supply System Charge | $20.64 |
| Sewerage System Charge | $1 19 |
| **Yarra Valley Water Total** | **$138.83** |
| **Other Authority Charges** | |
| Waterways and Drainage Charge on behalf of Melbourne Wat r | $3 .44 |
| Parks Charge | $21.74 |
| **TOTAL** (GST does not apply) | **$191.01** |

No water usage has been charged on this account

## Payment summary

| | |
|---|---|
| Last Acc unt | $382.02 |
| Paid/Adjusted | -$382.02 |
| B ance | $0.00 |
| To his Account | +$191.01 |
| **Total Balance** | **$191.01** |



Yarra Valley Water

## How to pay

*3042 947066998141 4

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

**EFT**
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
**Yarra Valley Water**
BSB: **033-885**
Account number: **947017980**

**BPAY®**
Biller code: **344366**
Ref: **947 0078 5400**

**Centrepay**
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

**Post Billpay®**
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **9470 6699 81414**

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

Ms S KAUR

| | |
|---|---|
| **Account number** | 94 7007 8540 |
| **Invoice number** | 9470 6699 81414 |
| **Total due** | **$191.01** |
| **Due date** | **2 Jun 2025** |
| **Amount paid** | $ |

## Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of $21.74.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

## Your charges explained

**Water supply system charge**

**1 April 2025 - 30 June 2025**

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

**Sewerage system charge**

**1 April 2025 - 30 June 2025**

A fixed cost for running, maintaining, and repairing the sewerage system.

**Other authority charges**

**Waterways and drainage charge**

**1 April 2025 - 30 June 2025**

Collected on behalf of Melbourne Water each quarter and used to m nage and improve waterways, drainage, nd flood protection. For more info matio visit **melbournewater.com.au/wwdc**

**Parks charge**

**1 April 2025 - 30 Ju e 2025**

Collected n be alf of Parks Victoria each quarter and used t main ain and enhance Victoria s parks, zoo the Royal Botanic Garden the Shrine f Remembrance and other community fa ilities. For more information it **parks.vic.gov.au**



J150091

## Financial assistance

Are ou facing financial difficulty? For more time to pay, payment plans and g vernment assistance, we can find a solution that works for you. P ease call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

## Contact us

| | |
|---|---|
| **Enquiries** | 1300 304 688 |
| **Faults and Emergencies** | 13 27 62 (24hr) |
| **enquiry@yvw.com.au** | |
| **yvw.com.au** | |
| **TTY Voice Calls** | 133 677 |
| **Speak and Listen** | 1300 555 727 |

**For language assistance**

| | |
|---|---|
| العربية | 1300 914 361 |
| 廣東話 | 1300 921 362 |
| Ελληνικά | 1300 931 364 |
| 普通话 | 1300 927 363 |

For all other languages call our translation service on **03 9046 4173**

## Next meter reading:

Between 6-13 Aug 2025

# Property Clearance Certificate

*Land Tax*

STATE REVENUE OFFICE VICTORIA

ADVANCED CONVEYANCING PTY LTD

| | |
|---|---|
| **Your Reference:** | LD:77671179-014-0.SUKHPRI |
| **Certificate No:** | 92607997 |
| **Issue Date:** | 06 AUG 2025 |
| **Enquiries:** | MXH10 |

**Land Address:** 54 EDENVALE BOULEVARD WOLLERT VIC 3750

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---|---|---|---|---|---|
| REFER TO ATTACHMENT | | | | | |

**Vendor:** SUKHPREET KAUR

**Purchaser:** TBA TBA

| Current Land Tax | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| REFER TO ATTACHMENT | | | | | |

**Comments:** Refer to attachment

| Current Vacant Residential Land Tax | Year | Taxabl Va ue (CIV) | Tax Liability | Penalty/Interest | Total |
|---|---|---|---|---|---|
| REFER TO ATTACHMENT | | | | | |

**Comments:** Refer to attachment

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

This certificate is subject to th note that appear on the reverse. The applic nt should r ad these notes carefully.

**Paul B oderic**
Commissi ner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE (CIV): | $650,000 |
| SITE VALUE (SV): | $370,000 |
| **CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:** | **$4,640.00** |

# Notes to Certificate - Land Tax

**Certificate No:** 92607997

**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 pu haser of the land described in the Certificate has applied for and obtai d a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set o n the ce ti icate, described as the "Current Land Tax Charge and Va ant Re idential Land Tax Charge" overleaf. A purchaser cannot rely o a C tificate 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 enter d into on or after 1 January 2024, where the purchase price s less han $10 m llion (to be indexed annually from 1 January 2025 as set ut o the website for Consumer Affairs Victoria).

**General information**

7. A Certificate showing no l ability for the land does not mean that the land is exempt from la d tax. It mea s that there is nothing to pay at the date of the Certif ate.

8. An updated Cer ficate 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 whi the C rtificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,560.00

Taxable Value = $370,000

Calculated as $1,350 plus ( $370,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,500.00

Taxable Value = $650,000

Calculated as $650,000 multiplied by 1.000%.



## Land Tax Payment Options

**BPAY**

Biller Code: 5249
Ref: 92607997

**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: 92607997

**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

*Land Tax*

**Certificate No:** 92607997

**Land Address:** 54 EDENVALE BOULEVARD WOLLERT VIC 3750

| Land Id | Lot | Plan | Volume | Folio | Tax Pay ble |
|---|---|---|---|---|---|
| 43558086 | 502 | 734549 | 11834 | 312 | $4 640 00 |

| Land Tax Details | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|---|---|---|---|---|---|
| MS SUKHPREET KAUR | 2025 | $370,000 | $1,560.00 | $0.00 | $1 560.00 |
| MS SUKHPREET KAUR | 2024 | $370,000 | $1,560.00 | $0.0 | $1,560.00 |
| MS SUKHPREET KAUR | 2023 | $330,000 | $435.00 | $0 00 | $435.00 |
| MS SUKHPREET KAUR | 2021 | $285,000 | $345.00 | 0.00 | $345.00 |
| MS SUKHPREET KAUR | 2020 | $290,000 | $355.00 | 0.00 | $355.00 |
| MS SUKHPREET KAUR | 2019 | $305,000 | $385.00 | $0.00 | $385.00 |

**Comments:**

| Vacant Residential Land Tax Details | Year | Taxable Value | Tax Li bility | Penalty/Interest | Total |
|---|---|---|---|---|---|

**Comments:**

**Current Land Tax Charge:** 43558086 **$4,640.00**



**Total:** $4,640.00

# Property Clearance Certificate

*Commercial and Industrial Property Tax*

*ADVANCED CONVEYANCING PTY LTD*

| | |
|---|---|
| **Your Reference:** | LD:77671179-014-0.S khpreet Ka |
| **Certificate No:** | 92607997 |
| **Issue Date:** | 06 AUG 025 |
| **Enquires:** | MXH10 |

**Land Address:** 54 EDENVALE BOULEVARD WOLLERT VIC 3750

| Land Id | Lot | Plan | Volume | Folio | ax Payable |
|---|---|---|---|---|---|
| 43558086 | 502 | 734549 | 11834 | 3 2 | $0.00 |

| AVPCC | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment |
|---|---|---|---|---|
| 110 | 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 rever e of this page. The applicant should read these notes carefully.



**Paul Broderick**
Commissioner of State Revenue

| | |
|---|---|
| CAPITAL IMPROVED VALUE: | $650,000 |
| SITE VALUE: | $370,000 |
| **CURRENT CIPT CHARGE:** | **$0.00** |

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 92607997

**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 th requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a u e described in an AVPCC in the requisite range or
   - the land is used solely or primarily as eligible stu ent accommodation, within the meaning of section 3 of e CIPT Act.

**Commercial and industrial proper y ta infor ation**

5. If the Commissioner has iden fied tha land des ribed in the Certificate is tax reform sche e lan w the meaning given by section 3 of the CIPT Act, the C ificate may show in respect of the land:
   - the date on wh ch the land ecame tax reform scheme land;
   - whether the en ry interest (w thin the meaning given by section 3 of the uties Act 2000) in relation to the tax reform sch me land was a 100% interest (a whole interest) or an inter st of l ss than 100% (a partial interest); and
   - e date n which the land will become subject to the commercia and industrial property tax.

   A C rtifica that does not show any of the above information in respect of land described in the Certificate does not mean that the la d is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform cheme 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 and**

8. Commercial and industrial property tax (including any intere t and penalty tax) is a first charge on the land to which commercial and industrial property tax is payable. This means t has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge e n if ownership of the land is transferred. Therefore, a pur haser may becom liable for any unpaid commercial and indus rial pro erty ax.

**Information for the purchaser**

9. Pursuant to section 27 of the CIPT ct, if a bona de purchaser for value of the land describ in the C rtificate applies for and obtains a Certificate in r spect of t e lan the maximum amount recoverable from the purcha er is the amount set out in the Certificate. A purch ser cannot r y on a Certificate obtained by the vendor.

**Information for t e vendor**

10. Despite the issue of a Certificate, the Commissioner may recov ommerci l and industrial property tax liability from a vendor, cluding any mount identified on this Certificate.

**P ssing n commercial and industrial property tax to a purchaser**

1. A vendo is prohibited from apportioning or passing on commerc l and industrial property tax to a purchaser under a contract f sale of land entered into on or after 1 July 2024 here he 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*

ADVANCED CONVEYANCING PTY LTD

| | |
|---|---|
| **Your Reference:** | LD:77671179-014-0. SUKHPREET KA |
| **Certificate No:** | 92607997 |
| **Issue Date:** | 06 AUG 2025 |

**Land Address:** 54 EDENVALE BOULEVARD WOLLERT VIC 3750

| Lot | Plan | Volume | Folio |
|---|---|---|---|
| 502 | 734549 | 11834 | 312 |

**Vendor:** SUKHPREET KAUR

**Purchaser:** TBA TBA

| WGT Property Id | Event ID | Windfall Gains Tax | Deferr d Inter st | 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:** 92607997

**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*, win all 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 able for ny 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 y to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the e dor.

**Information for the vendor**

7. Despite the issue of a Certi cate, the Co missioner may recover a windfall gains tax liability from a vendor, ncluding any amount identified on this Certificate.

**Passing on w dfal g ins x to a purchaser**

8. A v ndor prohi ited from passing on a windfall gains tax liability t a purchas wher the liability has been assessed under a otice of asse sment as at the date of the contract of sale of land o option agreement. This prohibition does not apply to a contract of sa ent red into before 1 January 2024, or a contract of sale of nd entered into on or after 1 January 2024 pursuant to the exe cise 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: 92607993

**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: 92607993

**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.