

CONTRACT OF SALE OF REAL ESTATE*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Vendor: LANCE JOHN CLEGHORN & VICKI DENISE CLEGHORN
Property address: 46 ELATION BOULEVRD, DOREEN VIC 3754

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; and
- Vendor's Statement required by Section 32(1) of the **Sale of Land Act 1962**, as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing-

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

..... on / /2025

Print name(s) of person(s) signing

State nature of authority if applicable

***Please Note - It is the Purchasers' responsibility to ensure the Contract correctly states the proportions in which they are buying as at the date of sale. Please refer to Special Condition 3 of the Contract of Sale.**

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

SIGNED BY THE VENDOR

..... On / /2025

Print name(s) of person(s) signing

LANCE JOHN CLEGHORN & VICKI DENISE CLEGHORN

State nature of authority if applicable

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days **before or after** a publicly advertised auction; or

the property is used primarily for industrial or commercial purposes; or

the property is more than 20 hectares in size and is used primarily for farming; or

you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or

you are an estate agent or a corporate body

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional Act 2004**, under section 53A of the **Estate Agents Act 1980**.

IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES

- (a) the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price;
- (b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- (c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.
- (This information is provided to the purchaser under section 9AA(1A) of the Sale of Land Act 1962)

PARTICULARS OF SALE VENDOR'S ESTATE AGENT

Name: Stone Real Estate

Address: Unit 1/75 Church Street, Whittlesea Vic 3754

Email:

Tel: 9716 2000

Mob:

Fax:

Ref:

VENDOR

Name: LANCE JOHN CLEGHORN & VICKI DENISE CLEGHORN

Address:

ABN/ACN:

Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Rock Conveyancing Services

Address:

Email: katie.rock.conveyancing@gmail.com

Tel:

Mob:

Fax:

Ref:

CLEGGHORN
SALE

PURCHASER

Name:

Address:

ABN/ACN:

Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

LAND (general condition 7)

The land together with any improvements known as:-

described in the table below-

Certificate of Title reference	Being lot	On plan
Volume 11482 Folio 344	5	PS703545M
Volume Folio		

OR

described in the copy title(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is: **46 ELATION BOULEVARD, DOREEN VIC 3754**

GOODS SOLD WITH THE LAND (list or attach schedule)

All fixed floor coverings, fixed light fittings and fixed window furnishings (insert/delete as required)

PAYMENT

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

GST (general condition 19)

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

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

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

SETTLEMENT (Special Condition 22 & General Condition 17)

is due on

Agents:- Settlement shall not be scheduled between 16th April – 23rd April 2025 as this office will be closed. Please DO NOT choose a settlement date between these periods

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box

LEASE

If **'subject to lease'** then particulars of the lease are :

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words **'terms contract'** in this box and refer to general condition 30 and add any further provisions by way of special conditions.

LOAN (general condition 20)

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

Lender:

Loan amount: \$

Approval date:

Building Report (General Condition 21 applies if this box is ticked)

Pest Report (General Condition 22 applies if this box is ticked)

SPECIAL CONDITIONS

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

Special conditions

Note: It is recommended that when adding special conditions:

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

If the contract is subject to 'special conditions' then particulars of the Special Conditions are:

SPECIAL CONDITIONS

1. Condition of the Property

The Purchaser acknowledges that he/she has inspected the property hereby sold. Save as may be otherwise hereinafter expressly provided to the contrary, the Purchaser agrees and acknowledges that he/she is purchasing the property in its present condition.

2. Identity of the Land

The Purchaser hereby admits that the land offered for sale is identical to the land described in the title particulars offered by the Vendor as the Title to such land. The Purchaser shall not claim any compensation or make any requisition for any discrepancies in actual area, measurements, boundaries or position of the land. The Purchaser shall not be entitled to call upon the Vendor to amend title or to bear all or contribute to the costs of any amendment of Title.

3. Purchaser buying in unequal shares

If there is more than one Purchaser, it is the Purchasers' responsibility to ensure that the Contract correctly records at the date of sale, the proportions in which they are buying the property "the proportions"

Name: _____ %

Name: _____ %

Name: _____ %

Name: _____ %

TOTAL: 100%

4. Electronic Conveyancing

EC

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"

- 4.1. This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 4.2. A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 4.3. 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 4.4. The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5. The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 4.6. Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. The vendor must before settlement:
 - (a) deliver any keys, security devices and codes (“keys”) to the estate agent names in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchasers’ 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 vendors 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 purchasers' nominee on notification of settlement by the Electronic Network Operator.

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

5. GST WITHHOLDING

- 5.1. Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2. This special condition 5 applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 5.1 is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3. 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.
- 5.4. 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 special condition; and
 - (b) ensure that the representative does so.
- 5.5. 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 special 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 special condition;

despite:

- (i) any contrary instructions, other than from both the purchaser and the vendor; and
- (ii) any other provision in this contract to the contrary.

5.6. The representative is taken to have complied with the requirements of special condition 5.5 if:

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

5.7. 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 settlement system described in special condition 5.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 5.7, the vendor must:

- (a) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (b) 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.

5.8. The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

5.10. The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a

payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 5.10 ; or
- (b) the purchaser's 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.

5.12. This special condition will not merge on settlement.

6. Property Restrictions

The property is sold subject to any restrictions as to use under any act, order, plan, scheme, regulation, by-law or condition in any legislation or made by any authority empowered to form legislation to control land use. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract. The Purchaser shall not make any such requisition or objection nor claim any compensation from the Vendor in respect of compliance or non-compliance thereof.

7. Contract as Sole Agreement

7.1. It is agreed by both the Vendor and Purchaser that this Contract sets out all the terms and conditions for this sale and that there is no promise, condition, representation or warranty which is not set out or expressly referred to herein being relied upon by either Party.

7.2. The Purchaser acknowledges and declares that the property has been purchased as a result of the Purchaser's own enquiries. The Purchaser does not rely on any representation made by the Vendor or its servants, agents and employees.

8. Purchaser's Acknowledgement

The Purchaser hereby acknowledges that prior to signing this Contract or any other agreement or document in relation to the purchase of the said land it received from the Vendor or his Agent, a Statement in respect of the property prepared by the Vendor pursuant to and in accordance with Section 32 of the Sale of Land Act 1962 and a copy of this Contract together with the Due Diligence checklist for Purchasers.

9. Joint and Several

If there shall be more than one Purchaser, this Contract will bind them and be enforceable against each person jointly and severally.

10. Deposit

- 10.1. The deposit shall be paid to the Vendor's agent and remitted to the Vendor's solicitors to be held on trust for the Purchaser until settlement is effected. All other moneys shall be paid by such bank cheques drawn in favour of such payees as may be directed by the Solicitors for the Vendor.
- 10.2. Should this Contract of Sale be avoided through no fault of the Purchaser then interest in such account shall accrue for the benefit of and be paid to the Purchaser, but otherwise such interest shall accrue for the benefit of and be paid to the Vendor.
- 10.3. In either event financial institutions duty and bank accounts debit tax may be deducted from interest paid and if a Tax File Number has not been advised by the party to whom the interest is to be paid the amount required to be withheld pursuant to the provisions of the Income Tax Assessment Act may be so withheld and paid in accordance with the provisions of that Act.

11. Guarantee

If the Purchaser is or includes a corporation, all of its directors must jointly and severally guarantee the due and punctual observance and performance of the Purchaser's obligations under this Contract. A Principal of the persons who signs the Contract shall, prior to the signing, disclose the full names and addresses of the directors and shall be deemed to have authority to sign the Contract. The Purchaser must procure the Guarantors to execute and deliver to the Vendor a joint and several guarantee of the obligations of the Purchaser under this Contract in the form of the Guarantee annexed to this Contract.

12. Vendor's Warranties

- 12.1. The warranties in this Special Condition, replaces the Purchasers right to make any requisitions and inquiries and the Purchaser is not entitled to deliver any other requisitions or enquiries.
- 12.2. The Vendor warrants that the Vendor –
 - (a) has, or by the due date for settlement will have the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which give another party rights which has 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.
- 12.3. The Vendor further warrants that the Vendor has no knowledge of any of the following
 - (a) public rights of way over the land;
 - (b) lease or other possessory agreement affecting the land;

- (c) notice or order affecting the land which will not be dealt with at settlement, other than the usual rates notices and any land tax notices;
- (d) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

13. ~~Penalty Interest~~

~~General Condition 33 shall be deleted and replaced as follows:-~~

~~The penalty interest payable on late settlements are calculated at the rate of 4% per annum plus the rate from the time before fixed by section 2 of the Penalty Interest Rates Act 1983 is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.~~

14. Goods & Services Tax ("GST")

- 14.1. This Contract is inclusive of GST (as defined in A New Tax System Goods and Services Tax Act 1999). The Purchaser is not required to pay or reimburse the Vendor any monies in respect of any GST payments.
- 14.2. The Vendor and the Purchaser agree that to the extent that if this Contract provides for a supply of real property, the Vendor will apply the Margin Scheme in relation to that supply of real property in determining the amount of GST payable by the Vendor on the sale of the Property.
- 14.3. The Vendor will at its absolute discretion determine the GST payable in respect of the Vendor's margin on the supply of the real property being supplied under this Contract of Sale (excluding any chattels or other things being supplied under this Contract of Sale).

15. Adjustments

- 15.1. All rates, taxes (excluding land tax and windfall gains tax), assessments and outgoings (collectively referred to as "outgoings") in respect of the Property shall be apportioned between the Vendor and Purchaser as from the date of settlement.
- 15.2. The Purchasers representatives shall provide all relevant certificates (updated if verbal confirmation cannot be obtained from the authorities) to this office for the calculation of the rates adjustments and outstanding amounts for settlement.

16. Service of Notices

Either party may, submit any notice or demand under or pursuant to this Contract of Sale by facsimile transmission to the facsimile number of the solicitor of the other party. Service shall be deemed to have occurred at the time recorded on a transmission report of the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the facsimile number of the recipient.

17. No Waiver

The Purchaser's liability and obligation to pay the Price, interest and other moneys payable under this Contract of Sale and otherwise to pay, perform and observe the terms and conditions of this Contract of Sale shall not, nor shall the right of the Vendor to require and to enforce each and every such liability and obligation be or be deemed to be waived, diminished, varied, prejudiced or

otherwise affected by any time or indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance by the Vendor of moneys tendered by the Purchaser otherwise than in accordance with the Contract of Sale. Time shall be and remain of the essence of this Contract of Sale notwithstanding any act or omission on the part of the Vendor.

18. Non Merger

Any provision of this Contract, which is capable of taking effect after completion of this Contract, shall not merge on completion and shall continue in full force and effect.

19. Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal, then that part shall be severed from this Contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

20. Breach

General Condition 32 shall be replaced as follows:-

The Vendor gives notice to the Purchaser, that in the event that the Purchaser fails to complete settlement on the settlement date referred to in the particulars of sale, or such further date as may be agreed in writing between the parties, the Vendor may incur the following further additional expenses and losses from the settlement date until actual settlement occurs, which amounts shall be paid by the Purchaser, in addition to the interest chargeable on the balance of the purchase money pursuant to General Condition 32 herein:

- 20.1. Interest payable by the Vendor under any existing mortgage over the property sold from the due date;
- 20.2. Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
- 20.3. Costs and expenses as between the Vendors conveyancer and the vendor;
- 20.4. Penalties, interest or charges payable by the Vendor to any third party as a result of any delay in the completion of the Vendors purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property;

~~21. Costs for rescheduled Settlement~~

~~The Purchaser shall pay the Vendors rep \$220.00 (incl GST) on an indemnity basis for the costs incurred each time settlement is rescheduled at the request of the Purchaser or its representation or Mortgagee, adjustable at settlement.~~

22. Christmas & New Year Period

- 22.1. If a settlement date is chosen during the Christmas/New Year Period between 20 December – 14 January (the closure period) in any calendar year in which settlement is agreed to occur, then all parties agree that settlement will be set on 15 January of the following calendar year;

- 22.2. The Purchaser shall not be entitled to issue a Default and/or Recission Notice during this period or make any objection, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this special condition;
- 22.3. Should any settlement be delayed or extended as a result of the Purchasers inability to settle by Friday 19 December 2025, settlement will be delayed until 15 January 2026. For avoidance of doubt, the Vendor reserves their right to serve a Default Notice and/or Recission Notice on the Purchaser at any time after the Purchaser is deemed to be in default under the Contract. The Purchaser shall also be responsible for the Vendors losses including but not limited to the payment of the following which is to be paid at settlement:-

22.3.1. Vendors legal fees pursuant to Special Condition 20;

22.3.2. Penalty interest pursuant to Special Condition 13.

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines:-

1. The Committee has been established to decide disputes relating to property law matters. Where one party does not have a solicitor representing them, the dispute cannot be heard until that party instructs a solicitor.
2. An agreed Statement of Facts must be signed by all parties and referring solicitors and must include:
 - 2.1 A clear and concise statement of all the relevant agreed facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are agreed between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the agreed facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the Referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form is set out on page C 30 of the Conveyancing Diary or may be obtained from the Property Law Section of the Institute.
4. An administration fee of \$50.00 for each referring solicitor must be paid to the Institute when the application is lodged.
5. The Committee's decision will be based upon the material contained in the Statement of Facts only in making its decision the Committee shall act as an expert panel and not as an arbitrator.
6. The Committee reserves the right-
 - a. to call for further and better particulars in order to make a decision.
 - b. to refuse to decide any dispute, in which case any fees will be refunded in full.
7. The Committee's written decision will be sent to the referring solicitors within seven days of the dispute being decided.

**To: The Vendor Named
in the Contract**

GUARANTEE & INDEMNITY

1. The "Guarantor", "Vendor" and "Purchaser" and the "Contract" are set out in the schedule.
2. In consideration of the Vendor at the request of the Guarantor entering into the Contract the Guarantor;
 - 2.1 agrees to be jointly and severally liable with the Purchaser to the Vendor for the performance of all the obligations of the Purchaser.
 - 2.2 guarantees the Vendor the payment of all money payable by the Purchaser and the performance of the Purchaser's obligations.
3.
 - 3.1 If for any reason all or any part of the Contract is unenforceable by the Vendor against the Purchaser the Guarantor will indemnify the Vendor against all loss including all money that would have been payable by or recoverable from the Purchaser if the Contract had been enforceable against the Purchaser.
 - 3.2 This Guarantee and indemnity is and will be unconditional and a continuing guarantee and indemnity and is not affected nor released by any waiver, neglect or forbearance by the Vendor in enforcing any of its rights under the Contract of Sale.

SCHEDULE

Guarantor:

Vendor:

Purchaser:

Contract: The Contract executed between the Vendor and the Purchaser as attached hereto.

EXECUTED AS A DEED on the day of 20

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:)

.....
Witness Signature

.....
Witness Name

SIGNED SEALED AND DELIVERED by)
The Guarantor in the presence of:)

.....
Witness signature

.....
Witness Name

NOTICE TO PURCHASER

Property: 46 ELATION BLVD, DOREEN

**Vendor: LANCE JOHN CLEGHORN & VICKI DENISE
CLEGHORN**

ABN: *(insert if applicable)*

~~1. The above property is a new residential premises or potential residential premises.~~

~~Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: — \$.....~~

~~The payment will be required to be paid on: *(insert settlement date)*~~

~~OR~~

2. The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1. In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2. The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3. Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4. This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5. Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6. Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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.

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

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

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

6.2 The vendor warrants that the vendor:

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

6.3 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

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

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

7 IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8 SERVICES

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

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

9 CONSENTS

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

10 TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security

interest.

- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(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 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959 \(Cth\)](#) is in force.

15 DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be

satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the

land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18 ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20 LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21 BUILDING REPORT

- 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 registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must

pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

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

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

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

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

25 GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of

settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

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

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

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

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

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

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess

of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to

receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Vendors Statement to the Purchaser of Real Estate

PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	LANCE JOHN CLEGHORN & VICKI DENISE CLEGHORN
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Property:	46 ELATION BOULEVARD, DOREEN VIC 3754
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IMPORTANT NOTICE TO PURCHASERS

1. The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.
2. The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.
3. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.
4. You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution or an approval has been given for staged payment of the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

DETAILS MUST BE ATTACHED WHERE NECESSARY, IF INSUFFICIENT SPACE IS AVAILABLE. DELETE AS APPROPRIATE WHEREVER ASTERISK (*) APPEARS.

1. FINANCIAL MATTERS

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

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

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

	To	
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Other particulars (including dates and times of payments):
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1.3 Terms Contract

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

Not Applicable

1.4 Sale subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	1.5 AVPC No. N/A
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	1.6 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	1.7 Date: 1.8 OR 1.9 <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

This Section 2.1 only applies if this Vendor Statement is in respect of a Contract which does NOT provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 **Owner Builder**

This Section 2.2 only applies where there is a residence on the land which 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):-
- (b) Particulars of any existing failure to comply with that easement, covenant or similar restriction are:

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

However, please note that underground electricity cables, sewers or drains may be laid outside registered easements. The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) whether known to the Vendor or not. The Purchaser should make their own enquiries including whether any structures or buildings are constructed over any easements prior to signing the Contract of Sale, otherwise the Purchaser accepts the location of all buildings and shall not make any claims in relation thereto. If the property sold includes common property the Purchaser purchases the property subject to the Strata Titles Act 1967 and/or the Subdivision Act 1989 and the Owners Corporation Act 2006 (as amended) and the regulations made under each Act, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme, regulation or by-law and the rules of any Owners Corporation.

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 regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specific information.

The property is sold subject to any restriction as to the use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restrictions shall constitute a defect in the vendors' title and the purchaser shall not make a requisition or objection, not be entitled to any compensation of the vendor thereof.

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

Not Applicable

4.3 **Compulsory Acquisition**

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

Not Applicable

5. BUILDING PERMITS

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

Not Applicable

The Purchaser acknowledges that he/she has purchased the property as a result of his/her own inspections and enquiries in relation to all the buildings and structures and accepts their condition as at the day of sale and that the said buildings and structures are deemed to comply with all

relevant statutes and local laws and that any failure to comply shall not constitute a defect in the vendors title and the purchaser shall not be entitled to make any requisition, objection or claim any compensation or require the vendor to take any action or perform any act.

6. OWNERS CORPORATION

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

Not applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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WARNING TO PURCHASER

It is your (the Purchasers) sole responsibility to check with the appropriate authorities as to the availability of and **the cost** of connection or re-connection to the property of any services you require, in particular **whether sewerage is connected.** Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of an incidental to the transfer, connection or re-connection to the land services you require. The Vendor makes no representations that any of the services are adequate for the purchasers proposed use and the purchaser should make their own enquiries.

9. TITLE

Attached are the copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of the 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 32 of the *Subdivision Act 1988*.

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities, including any, support facilities; and
- (b) which has a net lettable area of at least 2000 square metres 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).

12. SWIMMING POOLS & SMOKE ALARMS

In the event than an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the Purchaser will be required at their expense to comply with the provisions of the Building Act 1993 and the Building Regulations 2006 and in particular Part 7 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the Purchaser should note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with Building Regulations 2006 within 30 days after the completion of any Contract of Sale. The Purchaser acknowledges that any price negotiated is on the basis that the Purchaser will assume full responsibility for fencing or protecting any body of water and installing smoke alarms.

13. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the Vendor or the Vendors Licensed Estate Agent must make a prescribed Due Diligence Checklist available to Purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The Due Diligence Checklist NOT required to be provided with or attached to, this Vendor Statement but the Checklist may be attached as a matter of convenience).

14. 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 Vendors Statement" if Section 1.3 (Terms Contract) or Section 1.4 (Sale subject to Mortgage applies).

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DATE OF THIS STATEMENT

15/04/2025

Name of the Vendor

LANCE JOHN CLEGHORN

VICKI DENISE CLEGHORN

Signature/s of the Vendor

Lance Cleghorn

x

Vicki Cleghorn

x

15/04/2025

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/

/ 20

Name of the Purchaser

Signature/s of the Purchaser

x

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages

Where the property is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(a)).

Terms contracts

Where the property is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the **Sale of Land Act 1962 (Vic)** (sub-section 32(2)(f)).

VENDOR UNDERTAKINGS ONLY TO VENDORS REPRESENTATIVES

I confirm that this statement and the representations and any warranties in lieu of requisitions included in the General Conditions of the Contract of Sale have been prepared solely in accordance with my instructions and from the information and documents provided or approved by me are true and correct. I undertake that I will exercise all possible diligence and provide full disclosure or all relevant information. I am aware that Katie Rock of Rock Conveyancing Services only has been employed to prepare this document, in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of:- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any encumbrance not disclosed in this document. (c) any failure to obtain necessary planning, building or other permits. (d) the property being affected by any environmental issues, Landslip, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to undertaking of repairs of the property. (f) my occupation of any adjacent land which is not contained in land being sold. (g) any buildings erected over any easements (h) any rights over the land (i.e. roadway or walkway) other than those disclosed herein and (i) any proposal in relation to any other land which may affect the land being sold. By signing this Vendors' Statement, I acknowledge that I have read this statement, all the documents and that I will read the representations and warranties to be given by me in lieu of requisitions in the General Conditions contained in the Contract of Sale and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1962, the Domestic Building Contracts and Tribunal Act 1995, the Owners Corporation Act 2006 and/or any other Act or regulation. I agree that this Statement and the documents herewith (including the search of the title) must be updated at the expiration of six (6) calendar months from the date of the search of title herewith and that I will not hold Katie Rock of Rock Conveyancing Services responsible if the Vendor's Statement is not so updated.

Further I accept that Katie Rock of Rock Conveyancing Services does not authorise the use of this Vendor's Statement by any real estate agent other than the one to whom it is first forwarded to by Rock Conveyancing Services and that I must instruct Rock Conveyancing Services to prepare a new Vendors' Statement if I change real estate agents.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

(04/10/2016)

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11482 FOLIO 344

Security no : 124122913441M
Produced 18/03/2025 10:52 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 703545M.
PARENT TITLE Volume 11359 Folio 877
Created by instrument PS703545M 24/03/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LANCE JOHN CLEGHORN
VICKI DENISE CLEGHORN both of 31 WALLAROO WAY DOREEN VIC 3754
AM558163G 12/02/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU076846S 23/02/2021
WESTPAC BANKING CORPORATION

COVENANT PS703545M 24/03/2014

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ954765T 08/10/2012

DIAGRAM LOCATION

SEE PS703545M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 46 ELATION BOULEVARD DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 23/02/2021

DOCUMENT END



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PLAN OF SUBDIVISION	Stage No. -	LRS USE ONLY EDITION 1	PS703545M
----------------------------	----------------	----------------------------------	------------------

LOCATION OF LAND

Parish : MORANG
 Township : ----
 Section : ----
 Crown Allotment : ----
 Crown Portion : 13 & 20 (PART)
 Title References : Vol 11359 Fol 877
 Last Plan Reference : LOT B ON PS 645358G
 Postal Address : 20B ELATION BOULEVARD
 (at time of subdivision) DOREEN 3754
 MGA94 Co-ordinates
 (of approximate centre of plan)
 E 333870 Zone 55
 N 5835510

COUNCIL CERTIFICATION AND ENDORSEMENT

Council Name: WHITTLESEA CITY COUNCIL Ref: 607882

1. This plan is certified under section 6 of the Subdivision Act 1988
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988~~
~~Date of original certification under section 6 / /~~
~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~
Open Space
 (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.
~~(ii) The requirement has been satisfied.~~
~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate C. Heatham Print Name
~~Council Seal~~
 Date 2/1/2014
~~Re-certified under section 11(7) of the Subdivision Act 1988~~
~~Council Delegate~~
~~Council Seal~~ Print Name
~~Date / /~~

VESTING OF ROADS AND/OR RESERVES

Identifier	Council / Body / Person
NIL	NIL

NOTATIONS

Version	Details	Date	Drawn
1	Initial Plan	14/10/11	RL
2	Remove original lot 1, adjust all other lots	25/11/11	RL
3	Move entry, remove lot 9, adjust other lots	16/12/11	RL
4	Move entry, adjust all lots around TPZ	19/07/12	RL
5	Adjust lots 4 & 5 to square off around TPZ	11/12/12	RL
6	Remove lot, add C/T ref, sewer easement	12/03/13	RL
7	Revised location of sewer easement	03/09/13	RL
8	Extend sewer easement through lot 7	07/11/13	RL
9	Add Restriction B at Council request	13/12/13	RL

DEPTH LIMITATION : DOES NOT APPLY

STAGING : This is/is not a staged subdivision
 Planning Permit no.

SURVEY : This plan is/is not based on survey

To be completed where applicable
 This survey has been connected to permanent marks no(s). ----

In Proclaimed Survey Area no. _____

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	SEWERAGE	2	THIS PLAN	YARRA VALLEY WATER LTD

LRS USE ONLY

STATEMENT OF COMPLIANCE/
 EXEMPTION STATEMENT

RECEIVED

Date 14/03/2014

LRS USE ONLY

PLAN REGISTERED
 TIME 4:41 PM
 DATE 24/03/2014

D. Popec
 Assistant Registrar of Titles

Sheet 1 of 5 Sheets

LVL 1/120 UPPER HEIDELBERG ROAD
 IVANHOE 3079
 POSTAL ADDRESS:
 PO BOX 7, IVANHOE 3079
 PHONE: (03) 9499 5744
 EMAIL: mail@jrl.net.au

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD

SIGNATURE Ry-Lansfield DATE 19/12/13

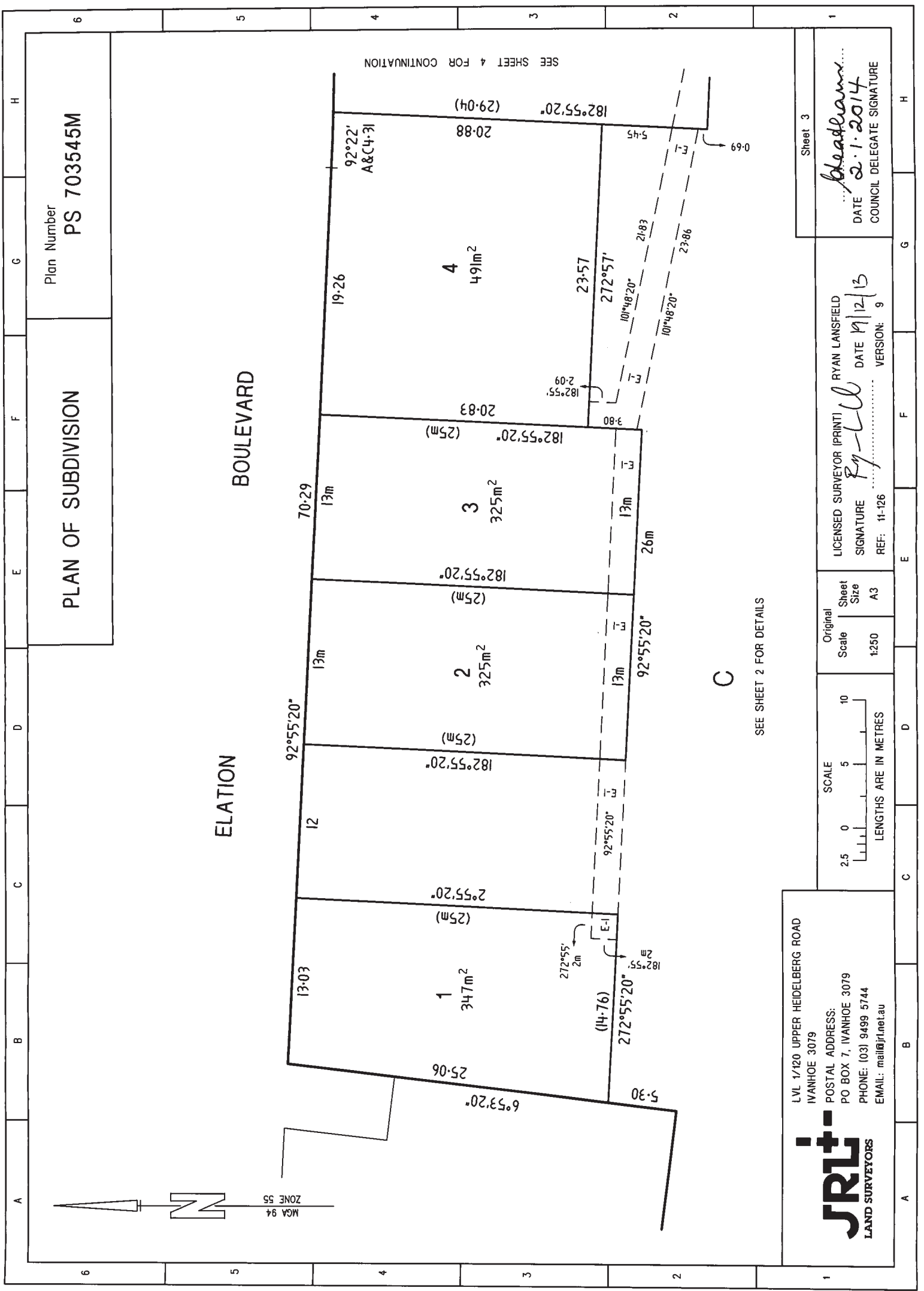
REF: 11-126 VERSION: 9

C. Heatham

DATE 2.1.2014

COUNCIL DELEGATE SIGNATURE

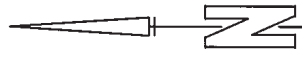
Original sheet size A3



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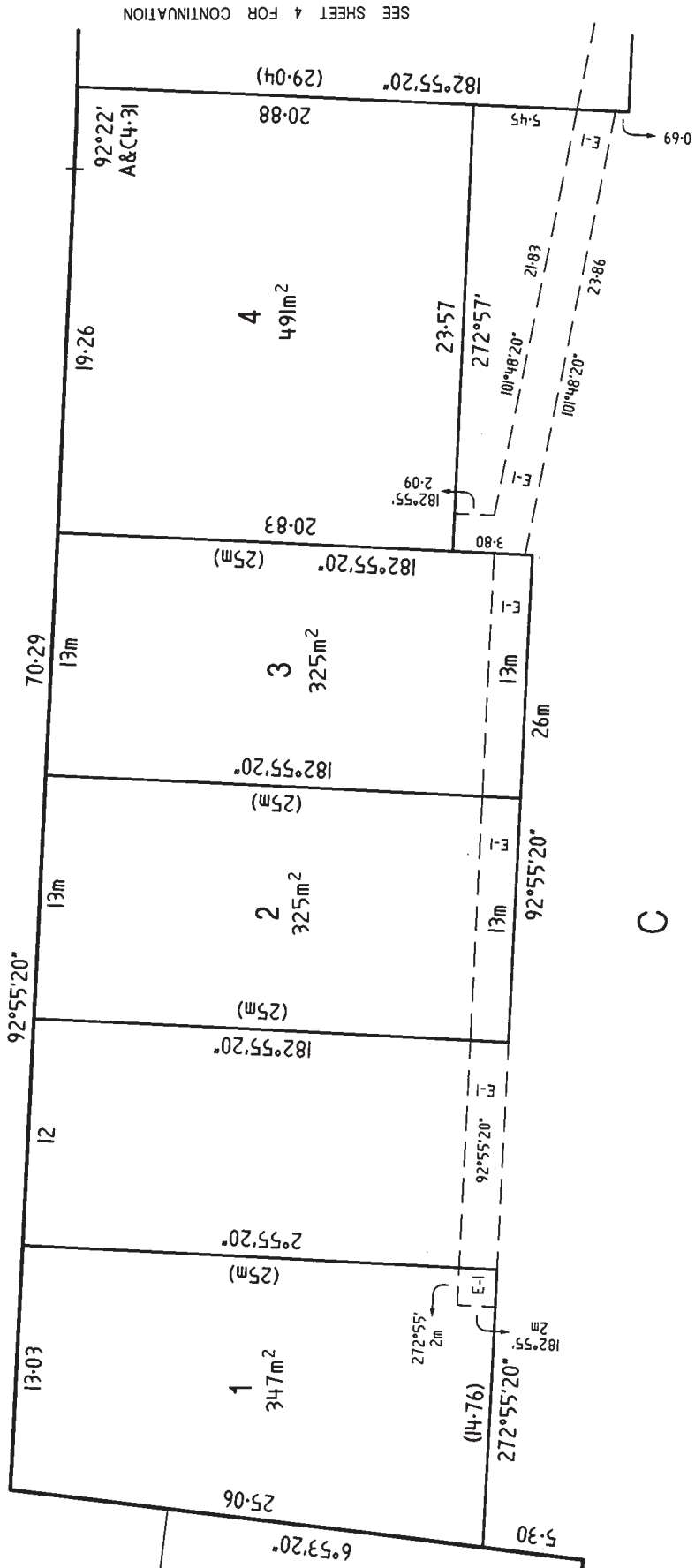
6 5 4 3 2 1

MGA 94
ZONE 55



PLAN OF SUBDIVISION
Plan Number
PS 703545M

ELATION BOULEVARD



SEE SHEET 2 FOR DETAILS

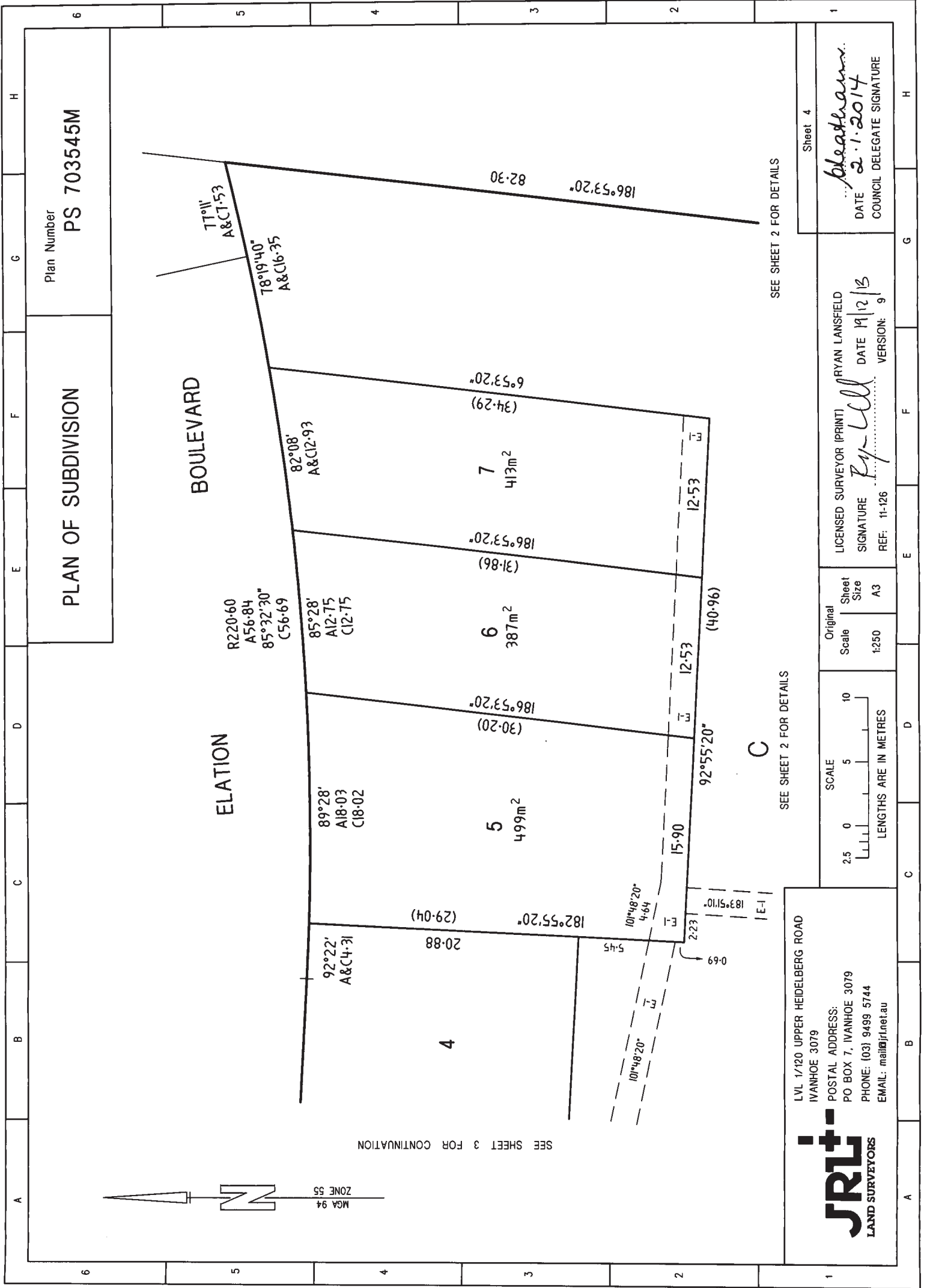
Original Scale 1:250
Sheet Size A3

SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) **RYAN LANSFIELD**
SIGNATURE *Ry-L* DATE **19/12/13**
REF: 11-126 VERSION: 9

Sheet 3
DATE **2.1.2014**
COUNCIL DELEGATE SIGNATURE *Headlam*

JRL
LAND SURVEYORS
LVL 1/120 UPPER HEIDELBERG ROAD
IVANHOE 3079
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9499 5744
EMAIL: mail@jrl.net.au



Plan Number
PS 703545M

PLAN OF SUBDIVISION

BOULEVARD

ELATION

SEE SHEET 2 FOR DETAILS

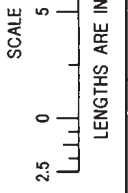
SEE SHEET 2 FOR DETAILS

SEE SHEET 3 FOR CONTINUATION



LVL 1/120 UPPER HEIDELBERG ROAD
IVANHOE 3079

POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9499 5744
EMAIL: mail@jrl.net.au



Original Scale 1:250
Sheet Size A3

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD
SIGNATURE *Ryan Lansfield*
REF: 11-126

DATE 19/12/13
VERSION: 9

... *bleadhama* ...
DATE 2.1.2014
COUNCIL DELEGATE SIGNATURE

Sheet 4

A B C D E F G H
1 2 3 4 5 6

1

2

3

4

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6

PLAN OF SUBDIVISION

Plan Number

PS 703545M

CREATION OF RESTRICTIONS

RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 1, 2, 3, 4, 5, 6 & 7 on this plan.

Land to be Burdened: Lots 1, 2, 3, 4, 5, 6 & 7 on this plan.

Description of Restriction: The registered owner(s) shall not:

- Construct a garage within five (5) metres of Elation Boulevard
- Construct more than one dwelling on the lot

This restriction shall expire five (5) years after the issue of Certificate of Occupancy for the dwelling on the affected lot.

RESTRICTION B

Upon registration of this plan the following restriction is created:

Land to Benefit: Land in this plan.

Land to be Burdened: Lot 1 on this plan.

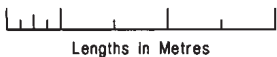
Description of Restriction: The registered owner(s) of the burdened lot shall not:

- permit any boundary fence that abuts an open space reserve to be unmaintained or in a state of disrepair
- seek compensation from the City of Whittlesea for the maintenance and repair of any boundary fence that abuts an open space reserve, except where damage to the fence is caused by the City of Whittlesea or its representatives whilst undertaking maintenance works to the reserve.

JRL
LAND SURVEYORS

LVL 1/120 UPPER HEIDELBERG ROAD
IVANHOE 3079
POSTAL ADDRESS:
PO BOX 7, IVANHOE 3079
PHONE: (03) 9499 5744
EMAIL: mail@jrl.net.au

SCALE



Original
Sheet
Size
A3

LICENSED SURVEYOR (PRINT) RYAN LANSFIELD
SIGNATURE *Ryan Lansfield* DATE 19/12/13
REF: 11-126 VERSION: 9

Sheet 5

Headham
DATE 2.1.2014
COUNCIL DELEGATE SIGNATURE

1

2

3

4

5

6



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08/10/2012 \$110.30 173


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

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:KZK:5865847
Customer Code: 1167E

The Responsible 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.

Land: Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876, Volume 11359 Folio 877

Responsible Authority: Whittlesea City Council of Civic Centre, 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

Date: 19.09.12

Signature for Responsible Authority: 

Name of officer: GEORGE SARIKAS

Position held: MANAGER STRATEGIC PLANNING & DESIGN



Maddocks

Date 19/9/2012

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

Agreement under Section 173 of the Planning and Environment Act 1987



Subject Land: Plenty River Estate, Precinct 2B Mernda Strategy Plan Area

Purpose: Recognition of credits for land and works in lieu of development contributions

City of Whittlesea
and

National Asset Pty Ltd ACN 118 296 209

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

AJ954765T

08/10/2012 \$110.30 173



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Agreement under Section 173 of the Planning and Environment Act 1987

DATED 19 / 9 / 2012

AJ954765T



Parties

Name	Whittlesea City Council
Address	Ferris Boulevard, South Morang, Victoria
Short name	Council

Name	National Asset Pty Ltd ACN 118 296 209
Address	18 Bowman Street, South Perth, Western Australia
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. Council is also the Collecting Agency under the Development Contributions Plan which applies to the Subject Land.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Subject Land is within an area that is being developed for urban purposes.
- E. The Owner has or is scheduled to carry out certain works or provide certain land which is funded by the Development Contributions Plan. The Owner is entitled to be recognised by way of a credit in respect of these works or land that has, or is, to be provided.
- F. Council and the Owner have agreed on the manner in which the Owner will be paid what is and will become owing to the Owner over the course of the remainder of the development of the Subject Land.
- G. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- H. The parties enter into this Agreement to:
 - record their agreement on the manner in which the Owner is to be credited for works or land carried out or provided in accordance with the Development Contributions Plan; and
 - to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

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

Development Contributions Plan means the *Mernda Strategy Plan Development Contributions Plan* as incorporated in the Planning Scheme.

Instalment Schedule means the Instalment Schedule annexed to this Agreement and marked with the letter "B" for identification.

lot means a lot on the Endorsed Plan.

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.

Subdivision Concept Plans means the two spatial layout plans annexed to this Agreement and marked with the letter "C" for identification.

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 the Subject Land and includes any Mortgagee-in-possession.

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

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

Schedule of Payments and Credits means the Schedule of Payments and Credits annexed to this Agreement and marked with the letter "A" for identification.

Subject Land means the land at 760 & 790 Bridge Inn Road being the whole of the parcel of land described in Certificates of Title Volume 11183 Folio 434, Volume 11357 Folio 929, Volume 11359 Folio 876 and Volume 11359 Folio 877 and any reference to the Subject Land in this Agreement includes any and each lot created by the subdivision of the Subject Land or any part of it.



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

3. OBLIGATIONS OF THE OWNER

3.1 Specific obligations

The Owner covenants and agrees that:

Agreement to carry out Infrastructure Project

- 3.1.1 the Schedule of Payments and Credits is an accurate record of:
 - 3.1.1.1 contributions that have been made by the Owner to Council
 - 3.1.1.2 contributions that are due to be made by the Owner to Council
- 3.1.2 Council will satisfy its obligations to make payments to the Owner in respect of the Owner's entitlements under the Development Contribution Plan by making the payments in accordance with the Instalment Schedule; and
- 3.1.3 upon the Council making the payments in accordance with the Instalment Schedule, the Owner releases Council from any liability and

responsibility for any further payments or credits arising from, or referable to the Development Contributions Plan. Without limiting the generality of this provision, this includes all payments in respect of works carried out on behalf of Council, any land transferred to Council in accordance with the Development Contribution Plan and the provision of any land for open space purposes transferred to Council.

Transfer of Open Space Land to Council

- 3.1.4 where the Owner is required to transfer land to Council to satisfy its public open space contribution pursuant to the Planning Scheme, other than with the consent of Council the land to be transferred to or vested in Council must accord with the reserves depicted in the Subdivision Concept Plans.

4. OBLIGATIONS OF COUNCIL

4.1 Credit and other matters

Council agrees that:

- 4.1.1 the Schedule of Payments and Credits is an accurate record of:
- 4.1.1.1 contributions that have been made by the Owner to Council
 - 4.1.1.2 contributions that are due to be made by the Owner to Council
- 4.1.2 it will pay to the Owner the payments specified in the Instalment Schedule at the time or milestone set out in the Instalment Schedule.
- 4.1.3 if Council fails to make a payment set out in the Instalment Schedule at the time or by the milestone specified in the Instalment Schedule the amount outstanding will accrue interest in the amount prescribed from the day the amount is due at the rate prescribed under section 227A of the *Local Government Act 1989* until it is paid.

AJ954765T



5. AGREED LAND VALUE

- 5.1 Council and the Owner acknowledge and agree that
- 5.1.1 the land values established in accordance with the Development Contributions Plan and upon which the Schedules to this Agreement are calculated and prepared replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of land; and
 - 5.1.2 upon any payment being made to the Owner in accordance with this Agreement no other compensation or amount is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of any land which the Owner has or may provide to Council in satisfaction of or pursuant to this Agreement.



6. ADJUSTMENT, INDEXATION AND RECONCILIATION

6.1 Council and the Owner acknowledge and agree that the amounts set out in

6.1.1 the Schedule of Payments and Credits, and

6.1.2 the Instalment Schedule

are to be adjusted annually during the operation of this Agreement immediately following the adjustment or indexation of the Development Contributions Plan in accordance with the adjustment and indexation provisions of the Development Contributions Plan. As soon as reasonably practicable following the adjustment or indexation of the Development Contributions Plan, Council will provide the Owner with a certified copy of the adjusted Schedule of Payments and Credits and the adjusted Instalment Schedule and apart from any arithmetic errors contained in those said schedules, the adjusted schedules will deem to form the relevant schedules for the purpose of this Agreement.

6.2 Council and the Owner acknowledge and agree that prior to the issue of the final statement of compliance under the *Subdivision Act 1988* for the Subject Land Council will undertake a reconciliation of the obligations and payments made by each of the parties, prepare a reconciliation statement and provide the reconciliation statement to the Owner. Council and the Owner must use their best endeavours to resolve any differences in the reconciliation statement. Upon the parties reaching agreement on the reconciliation statement, the parties agree that either one of them as the case may be will make the reconciliation payment to the other party within 60 days of the parties agreeing on the reconciliation statement. If the parties are unable to agree on the reconciliation statement, the reconciliation statement and all relevant information shall be submitted to a person jointly appointed by the parties being a recognised expert in preparation of development contribution plans and the determination of that expert shall be final and binding on the parties. The parties shall share equally the costs of the expert. The expert may conduct his or her assessment in any way he or she things appropriate.

7. FURTHER OBLIGATIONS OF THE PARTIES

7.1 Notice and Registration

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

7.2 Further actions

The Owner covenants and agrees that:

7.2.1 the Owner will do all things necessary to give effect to this Agreement;

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

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

8. AGREEMENT UNDER SECTION 173 OF THE ACT

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

9. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from 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.

10. SUCCESSORS IN TITLE

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

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

11. GENERAL MATTERS

11.1 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:

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

11.2 Service of Notice

A notice or other communication is deemed served:

- 11.2.1 if delivered, on the next following business day;
- 11.2.2 if posted, on the expiration of 7 business days after the date of posting; or



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

11.3 No Waiver

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

11.4 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.

11.5 No Fettering of Council's Powers

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

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12. GST

12.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. COMMENCEMENT OF AGREEMENT

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

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14. ENDING OF AGREEMENT

- 14.1 This Agreement ends when the Owner has complied with all of its obligations under this Agreement.
- 14.2 If the Owner asks Council to remove the registration of this Agreement as against any part of the Subject Land, Council may consent to that removal provided it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 14.3 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.

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

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



[Handwritten signature]

Delegate

Executed by ~~The Common Seal of National Asset Pty Ltd ACN 118 296 209~~ was ~~affixed in the presence of authorised persons:~~ *in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company.*

[Handwritten signature]

Director

[Handwritten signature]

Full name

13 BELLEVUE TCE, SULLIVANS CREEK

Usual address

Director (or Company Secretary)

[Handwritten signature]
Rossmore James Carmichael

Full name

52 BRANTING RD, WEMBLEY DOWNS, W.A.

Usual address

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Mortgagee's Consent

National Australia Bank Limited as Mortgagee under Instruments of mortgage No's AH905397R and AJ589365U and any other mortgage held by the said Mortgagee affecting the Subject Land 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.

Executed by NATIONAL AUSTRALIA BANK LIMITED by being signed by its Attorney *CHRISTOPHER JAMES GALE* who holds the position of Level 3 Attorney under Power of Attorney No K117403 in the presence of *[Signature]* } NATIONAL AUSTRALIA BANK LIMITED By its Attorney
Signature: *[Signature]*
Name: **KYLIE ALLAN**
Address: **C/NAB 100 ST GEORGE ST, PERTH**
Office Held: **MANAGER**

Annexure "A"
Schedule of Payments and Credits

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ANNEXURE "A" SCHEDULE OF PAYMENTS AND CREDITS									
CHARGES	Developable Heretates	Roads	Public Transport	Unencumbered open Space	Community and Indoor Recreation Facilities	Outdoor Active Recreation	Community Development	Off-Road Pedestrian & Cycle trails	TOTAL
Stage 1 (2008 rates)	8.07	\$161,346.13	\$10,434.88	\$419,498.52	\$92,965.44	\$25,998.51	\$0.00	\$7,463.39	\$726,706.86
Stage 2 (2009 rates)	2.845	\$71,106.81	\$4,423.61	\$177,835.92	\$40,401.11	\$15,506.36	\$0.00	\$3,311.04	\$312,584.85
Stage 3 (2010 rates)	3.456	\$66,263.16	\$4,890.57	\$196,608.36	\$38,782.40	\$13,937.58	\$0.00	\$2,976.06	\$323,458.13
Stage 4 (2010 rates)	6.094	\$116,842.51	\$8,623.58	\$346,681.52	\$68,385.40	\$24,576.28	\$0.00	\$5,247.72	\$570,957.02
Stage 5 (2010 rates)	4.011	\$76,904.28	\$5,675.94	\$228,181.75	\$45,010.48	\$16,175.82	\$0.00	\$3,453.99	\$375,402.36
Stage 6 (2010 rates)	5.058	\$86,878.90	\$7,157.55	\$287,744.53	\$56,759.66	\$20,398.23	\$0.00	\$4,355.59	\$473,394.45
MD Site (2011 rates)	5.372	\$109,105.58	\$8,652.47	\$347,842.65	\$64,769.69	\$22,939.52	\$0.00	\$4,724.19	\$558,034.11
Sub-Total for Property 1 (Vantage Point DP)	36.906	\$698,547.48	\$49,858.60	\$2,004,393.24	\$406,074.19	\$149,532.30	\$0.00	\$11,531.58	\$3,339,937.79
Stage 7 (2011 rates)	6.635	\$134,757.18	\$10,686.73	\$429,623.23	\$79,997.56	\$28,332.79	\$0.00	\$5,834.89	\$689,732.37
Stage 8 (2011 rates)	8.405	\$181,016.01	\$15,148.26	\$608,983.64	\$113,395.19	\$40,161.25	\$0.00	\$8,270.85	\$976,975.20
Stage 9 (draft 2011 rates - subject to change)	2.754	\$55,933.88	\$4,435.76	\$178,324.40	\$33,204.72	\$11,760.14	\$0.00	\$2,421.90	\$286,090.78
Stage 10 (draft 2011 rates - subject to change)	4.561	\$92,634.13	\$7,346.22	\$295,329.55	\$54,991.54	\$19,476.39	\$0.00	\$4,010.89	\$473,788.83
Stage 11 (draft 2011 rates - subject to change)	0.597	\$12,125.10	\$961.56	\$38,656.38	\$7,197.97	\$2,549.31	\$0.00	\$525.01	\$62,015.33
Stage 12 (draft 2011 rates - subject to change)	11.9815	\$243,344.86	\$19,298.13	\$775,814.72	\$144,459.80	\$51,163.42	\$0.00	\$10,536.65	\$1,244,617.59
Stage 13 (draft 2011 rates subject to change)	3.284	\$66,698.20	\$5,289.41	\$212,642.45	\$39,594.88	\$14,023.34	\$0.00	\$2,887.98	\$341,136.26
Stage 14 (draft 2011 rates subject to change)	4.042	\$87,093.22	\$6,510.29	\$261,723.75	\$48,734.01	\$17,260.16	\$0.00	\$3,554.58	\$419,876.00
Stage 15 (draft 2011 rates subject to change)	4.768	\$96,838.31	\$7,679.63	\$308,733.01	\$57,467.32	\$20,360.32	\$0.00	\$4,193.03	\$495,291.63
Stage 16 (draft 2011 rates - subject to change)	1.968	\$38,970.18	\$3,169.78	\$127,430.07	\$23,727.99	\$8,403.76	\$0.00	\$1,730.68	\$204,432.45
Stage 17 (draft 2011 rates subject to change)	2.817	\$57,213.41	\$4,537.23	\$182,403.71	\$33,964.30	\$12,029.16	\$0.00	\$2,477.30	\$292,625.11
Stage 18 (draft 2011 rates subject to change)	1.817	\$36,903.36	\$2,926.57	\$117,652.96	\$21,907.40	\$7,758.96	\$0.00	\$1,597.89	\$188,746.83
Stage 19 (draft 2011 rates subject to change)	2.848	\$57,843.02	\$4,587.16	\$184,410.99	\$34,338.06	\$12,161.54	\$0.00	\$2,504.56	\$295,845.34
Stage 20 (draft 2011 rates subject to change)	2.508	\$50,937.60	\$4,039.54	\$162,395.64	\$30,238.72	\$10,709.67	\$0.00	\$2,205.56	\$260,526.72
Stage 21 (draft 2011 rates subject to change)	1.769	\$35,828.48	\$2,849.26	\$114,544.61	\$21,328.66	\$7,553.99	\$0.00	\$1,555.68	\$183,760.67
Stage 22 (draft 2011 rates subject to change)	2.006	\$40,741.96	\$3,320.98	\$129,890.61	\$24,186.15	\$8,566.03	\$0.00	\$1,764.10	\$208,379.83
Stage 23 (draft 2011 rates subject to change)	4.129	\$83,860.19	\$6,650.42	\$267,257.09	\$49,782.96	\$17,691.66	\$0.00	\$3,691.08	\$428,913.41
Stage 24 (draft 2011 rates subject to change)	1.893	\$28,291.90	\$2,243.65	\$90,198.21	\$16,795.27	\$5,948.39	\$0.00	\$1,225.02	\$144,702.44
Stage 25 (draft 2011 rates subject to change)	6.405	\$130,085.87	\$10,316.28	\$414,730.49	\$77,224.47	\$27,350.64	\$0.00	\$5,632.62	\$665,340.37
Sub-Total for Property 2 (Ashley Park DP)	75.6875	\$1,837,216.85	\$123,906.86	\$4,900,845.22	\$912,556.97	\$323,200.91	\$0.00	\$66,560.35	\$7,862,287.16
Sub-Total Charges	112.5935	\$7,235,764.83	\$171,765.46	\$6,905,238.45	\$1,318,631.16	\$472,733.21	\$0.00	\$98,092.33	\$11,202,224.94
CREDITS									
Land for Bridge In Road widening (stage 1)	0.5779	\$355,408.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$355,408.50
Shared trails in property 2 (as per MSP - to be confirmed) - credited to Stage 4	1460	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172,280.00	\$172,280.00
Land for open space in Stage 4	1.2858	\$0.00	\$0.00	\$790,767.00	\$0.00	\$0.00	\$0.00	\$0.00	\$790,767.00
Remainder of creditable open space in property 1 (as per MSP) - linked to MD site	2.7871	\$0.00	\$0.00	\$1,950,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,950,970.00
Sub-Total for Property 1 (Vantage Point DP)	N/A	\$355,408.50	\$0.00	\$2,741,737.00	\$0.00	\$0.00	\$0.00	\$172,280.00	\$3,269,425.50
Land for Bridge In Road widening (stage 7)	0.2391	\$167,370.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167,370.00
Land for open space in Stage 7	0.2896	\$0.00	\$0.00	\$202,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$202,720.00
Land for open space in Stage 8	4.3	\$0.00	\$0.00	\$3,010,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,010,000.00
Remainder of creditable open space in property 2 (as per MSP)	10.8052	\$0.00	\$0.00	\$7,563,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,563,640.00
Land for CAC site (Stage 25)	0.7639	\$0.00	\$0.00	\$534,730.00	\$0.00	\$0.00	\$0.00	\$0.00	\$534,730.00
Shared trails in Stage 8	219	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,842.00	\$25,842.00
Shared trails in property 2 (as per MSP - to be confirmed) - credited to Stage 25	636	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,048.00	\$75,048.00
Sub-Total for Property 2 (Ashley Park DP)	N/A	\$167,370.00	\$0.00	\$11,311,090.00	\$0.00	\$0.00	\$0.00	\$100,890.00	\$11,579,350.00
Sub-Total Credits	N/A	\$522,778.50	\$0.00	\$14,052,827.00	\$0.00	\$0.00	\$0.00	\$273,170.00	\$14,848,775.50
Total position across Property 1 (Vantage Point DP)	N/A	\$343,138.98	\$49,858.60	\$737,541.76	\$406,074.19	\$149,532.30	\$0.00	\$140,748.02	\$2,702,512.79
Total position across Property 2 (Ashley Park DP)	N/A	\$1,837,216.85	\$123,906.86	\$6,410,244.78	\$912,556.97	\$323,200.91	\$0.00	\$66,560.35	\$11,717,062.84
Total position across Plenny River Estate		\$1,712,985.83	\$171,765.46	\$7,147,786.55	\$1,318,631.16	\$472,733.21	\$0.00	\$177,308.37	\$13,419,574.53

	2008	2009	2010	2011
Land value per ha	\$500,000	\$500,000	\$615,000	\$700,000
Linear rate for shared trails	N/A	N/A	\$118	\$118

Annexure "B" Instalment Schedule

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ANNEXURE "B" INSTALMENT SCHEDULE

Agreed Payment Plan:	Stage by stage breakdown	Payments made by Satterley to date	Adjustment Amount	Payment Plan	Notes
VANTAGE POINT DEVELOPMENT PLAN LAND					
Stage 1:	\$371,298.36			\$0.00	Levy linked to Stage 5
Stage 2:	\$312,584.85	\$798,115.83		\$0.00	Levy linked to Stage 6
Stage 3:	\$642,600.51			\$0.00	Levy linked to Stage 7
Stage 4:	-\$392,689.98			\$0.00	Levy linked to Stage 8
Stage 5:	\$375,402.36	\$763,922.67	-\$17,221.95	\$746,700.72	Paid by Satterley for Stages 1&5. Incorrect charge amount to be rectified in Stage 8.
Stage 6:	\$473,394.45	\$798,115.83	-\$12,136.53	\$785,979.30	Paid by Satterley for Stages 2&6. Incorrect charge amount to be rectified in Stage 8.
MD site (subject to change, for information only):	-\$1,392,935.89			-\$1,392,935.89	Payment by Council to Satterleys on first payment cycle after execution of Section 173 Agreement
ASHLEY PARK DEVELOPMENT PLAN LAND					
Stage 7:	\$319,142.37	\$624,020.69	\$18,579.82	\$642,600.51	Paid by Satterley for Stages 3&7. Incorrect charge amount to be rectified in Stage 8.
Stage 8:	-\$2,058,866.80			-\$2,462,335.44	Payment by Council to Satterleys on first available payment cycle after 1 October 2012
Stage 9:	\$286,080.78			\$0.00	Levy linked to Stage 12
Stage 10:	\$473,788.83			\$0.00	Levy linked to Stage 12
Stage 11:	\$62,015.33			\$0.00	Levy linked to Stage 12
Stage 12:	-\$7,277,559.22			-\$2,032,900.79	Payment by Council to Satterleys on first pay cycle after 1 July 2013 to offset contributions owing for future Stages 9-24.
Stage 13:	\$341,136.26			\$0.00	Levy linked to Stage 12
Stage 14:	\$419,876.00			\$0.00	Levy linked to Stage 12
Stage 15:	\$495,291.63			\$0.00	Levy linked to Stage 12
Stage 16:	\$204,432.45			\$0.00	Levy linked to Stage 12
Stage 17:	\$292,625.11			\$0.00	Levy linked to Stage 12
Stage 18:	\$188,746.83			\$0.00	Levy linked to Stage 12
Stage 19:	\$295,845.34			\$0.00	Levy linked to Stage 12
Stage 20:	\$260,526.72			\$0.00	Levy linked to Stage 12
Stage 21:	\$183,760.67			\$0.00	Levy linked to Stage 12
Stage 22:	\$208,379.83			\$0.00	Levy linked to Stage 12
Stage 23:	\$428,913.41			\$0.00	Levy linked to Stage 12
Stage 24:	\$144,702.44			\$0.00	Levy linked to Stage 12
Stage 25:	\$55,562.37			\$55,562.37	Payment by Satterley plus final reconciliation of figures

Annexure "C" Subdivision Concept Plans

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BRIDGE INN ROAD

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LEGEND

- 2.5m Shaded Path
- X Trees to be removed

LOT MIX TABLE

Stage 1

TOTAL NUMBER OF LOTS:	108	AVERAGE: 488 3m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 541 3m ²	27.4%
LOTS 400m ² TO 499m ² :	29	AVERAGE: 423 3m ²	34%
LOTS 500m ² TO 599m ² :	31	AVERAGE: 527 3m ²	28.7%
LOTS 600m ² TO 699m ² :	8	AVERAGE: 613 3m ²	7.5%
LOTS 700m ² AND GREATER:	2	AVERAGE: 768 3m ²	1.9%

LOT MIX TABLE

Stage 2

TOTAL NUMBER OF LOTS:	57	AVERAGE: 435 1m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 462 1m ²	0%
LOTS 300m ² TO 399m ² :	25	AVERAGE: 365 1m ²	26.1%
LOTS 400m ² TO 499m ² :	27	AVERAGE: 438 1m ²	47.4%
LOTS 500m ² TO 599m ² :	4	AVERAGE: 542 1m ²	10.2%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 627 1m ²	7%
LOTS 700m ² AND GREATER:	0	AVERAGE: 687 1m ²	0%

LOT MIX TABLE

Stage 2A

TOTAL NUMBER OF LOTS:	28	AVERAGE: 316 1m ²	0%
LOTS 200m ² AND LESS:	22	AVERAGE: 322 1m ²	27.8%
LOTS 300m ² TO 399m ² :	6	AVERAGE: 386 1m ²	15.8%
LOTS 400m ² TO 499m ² :	0	AVERAGE: 462 1m ²	21.1%
LOTS 500m ² AND GREATER:	0	AVERAGE: 542 1m ²	0%
LOTS 600m ² AND GREATER:	0	AVERAGE: 687 1m ²	0%

LOT MIX TABLE

Stage 3

TOTAL NUMBER OF LOTS:	81	AVERAGE: 437 3m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 541 3m ²	0%
LOTS 300m ² TO 399m ² :	12	AVERAGE: 365 3m ²	25.9%
LOTS 400m ² TO 499m ² :	28	AVERAGE: 434 3m ²	54.9%
LOTS 500m ² TO 599m ² :	8	AVERAGE: 523 3m ²	15.7%
LOTS 600m ² TO 699m ² :	2	AVERAGE: 613 3m ²	3.9%
LOTS 700m ² AND GREATER:	1	AVERAGE: 687 3m ²	2%

LOT MIX TABLE

Stage 4

TOTAL NUMBER OF LOTS:	67	AVERAGE: 431 2m ²	1.8%
LOTS 200m ² AND LESS:	0	AVERAGE: 290m ²	0%
LOTS 300m ² TO 399m ² :	18	AVERAGE: 352 2m ²	26.1%
LOTS 400m ² TO 499m ² :	37	AVERAGE: 427 2m ²	47.4%
LOTS 500m ² TO 599m ² :	12	AVERAGE: 500m ²	17.9%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 627 2m ²	1.5%
LOTS 700m ² AND GREATER:	0	AVERAGE: 687 2m ²	0%

LOT MIX TABLE

Stage 5

TOTAL NUMBER OF LOTS:	28	AVERAGE: 442 1m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 541 1m ²	0%
LOTS 300m ² TO 399m ² :	3	AVERAGE: 365 3m ²	8.1%
LOTS 400m ² TO 499m ² :	28	AVERAGE: 425 1m ²	68.1%
LOTS 500m ² TO 599m ² :	17	AVERAGE: 515 1m ²	29.8%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 613 1m ²	0%
LOTS 700m ² AND GREATER:	0	AVERAGE: 687 1m ²	0%

LOT MIX TABLE

Stage 6

TOTAL NUMBER OF LOTS:	68	AVERAGE: 484 6m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 541 6m ²	0%
LOTS 300m ² TO 399m ² :	5	AVERAGE: 352 6m ²	7.6%
LOTS 400m ² TO 499m ² :	41	AVERAGE: 427 6m ²	62.1%
LOTS 500m ² TO 599m ² :	18	AVERAGE: 526 6m ²	27.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 627 6m ²	1.5%
LOTS 700m ² AND GREATER:	0	AVERAGE: 687 6m ²	0%

LOT MIX TABLE

Stage 7

TOTAL NUMBER OF LOTS:	62	AVERAGE: 423 6m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 328 6m ²	0%
LOTS 300m ² TO 399m ² :	18	AVERAGE: 328 6m ²	29.3%
LOTS 400m ² TO 499m ² :	42	AVERAGE: 425 6m ²	68.7%
LOTS 500m ² TO 599m ² :	2	AVERAGE: 523 6m ²	3.2%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 628 6m ²	1.7%
LOTS 700m ² AND GREATER:	0	AVERAGE: 768 6m ²	0%

LOT MIX TABLE

Stage 8

TOTAL NUMBER OF LOTS:	63	AVERAGE: 424 6m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 328 6m ²	0%
LOTS 300m ² TO 399m ² :	22	AVERAGE: 328 6m ²	35.8%
LOTS 400m ² TO 499m ² :	29	AVERAGE: 437 6m ²	48.9%
LOTS 500m ² TO 599m ² :	10	AVERAGE: 521 6m ²	16.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 628 6m ²	1.6%
LOTS 700m ² AND GREATER:	0	AVERAGE: 687 6m ²	0%

LOT MIX TABLE (Total)

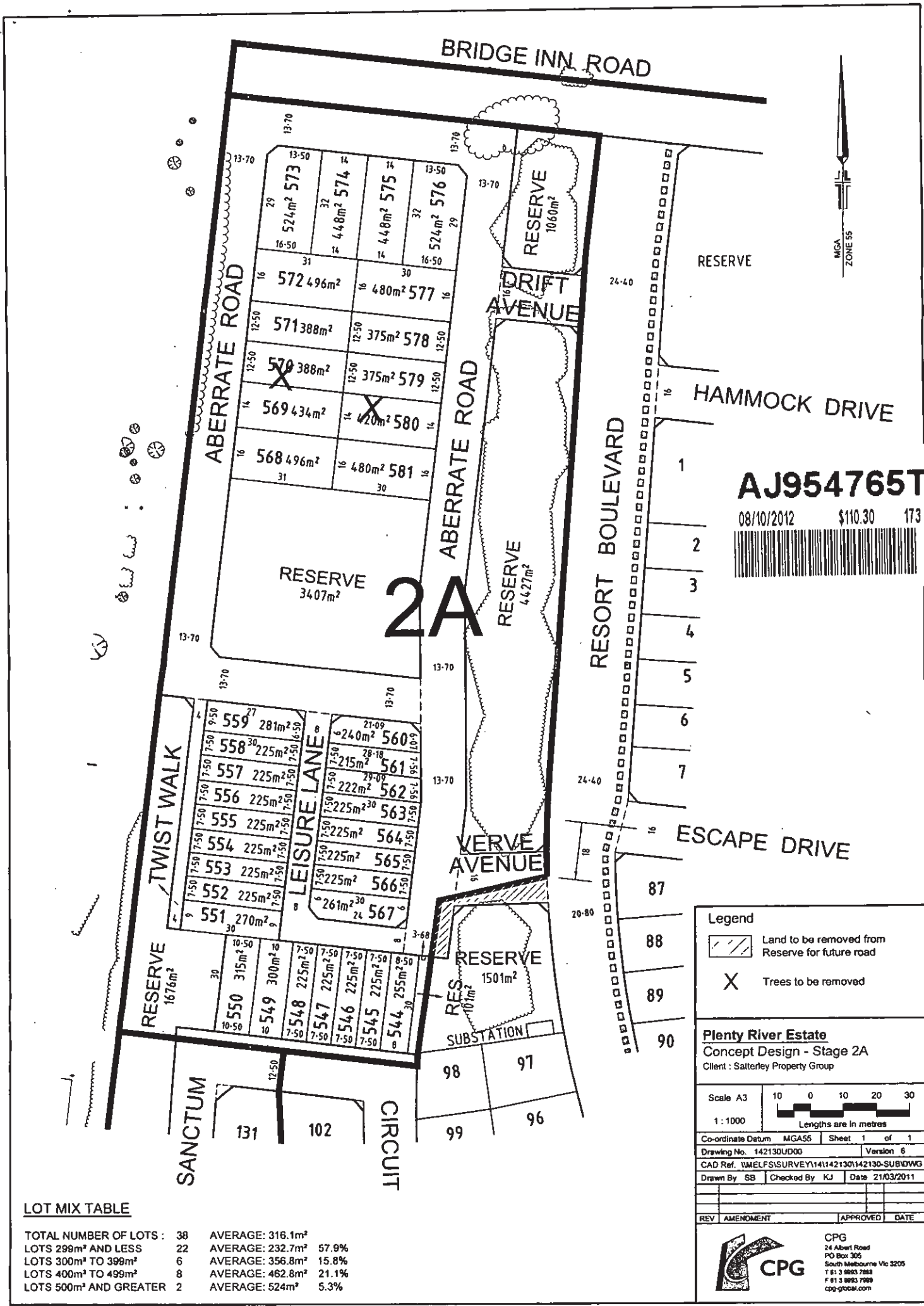
TOTAL NUMBER OF LOTS:	546	AVERAGE: 438 6m ²	0%
LOTS 200m ² AND LESS:	0	AVERAGE: 228 2m ²	3.9%
LOTS 300m ² TO 399m ² :	138	AVERAGE: 351 1m ²	22.8%
LOTS 400m ² TO 499m ² :	278	AVERAGE: 427 6m ²	47.9%
LOTS 500m ² TO 599m ² :	120	AVERAGE: 530m ²	20.4%
LOTS 600m ² TO 699m ² :	24	AVERAGE: 628m ²	4.1%
LOTS 700m ² AND GREATER:	4	AVERAGE: 768 6m ²	0.7%

Plenty River Estate
CONCRETE DESIGN
 Client: Satisfactory Property Group

Drawings Date: 11/08/2012
 Scale: 1:1000
 Drawing No: 1
 Date: 11/08/2012
 Drawn By: [Name]
 Checked By: [Name]
 Approved By: [Name]

CPG
 100 River Road
 PO Box 240
 Southport QLD 4215
 Tel: 07 5538 3333
 Fax: 07 5538 3334
 www.cpg.com.au
 A Subsidiary of Satisfactory Property Group





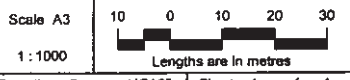
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2A

Legend

-  Land to be removed from Reserve for future road
-  Trees to be removed

Plenty River Estate
 Concept Design - Stage 2A
 Client : Satterley Property Group



Co-ordinate Datum	MGA55	Sheet	1	of	1
Drawing No.	142130UD00	Version	6		
CAD Ref.	WELF5/SURVEY141142130/142130-SUB/DWG				
Drawn By	SB	Checked By	KJ	Date	21/03/2011

REV	AMENDMENT	APPROVED	DATE

 **CPG**
 24 Abert Road
 PO Box 305
 South Melbourne Vic 3205
 T 61 3 9853 7888
 F 61 3 9853 7889
 cpg-global.com

LOT MIX TABLE

TOTAL NUMBER OF LOTS :	38	AVERAGE: 316.1m²	
LOTS 299m² AND LESS	22	AVERAGE: 232.7m²	57.9%
LOTS 300m² TO 399m²	6	AVERAGE: 356.8m²	15.8%
LOTS 400m² TO 499m²	8	AVERAGE: 462.8m²	21.1%
LOTS 500m² AND GREATER	2	AVERAGE: 524m²	5.3%

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LOT MIX TABLE Stage 9 - Area: 2.79ha

TOTAL NUMBER OF LOTS:	40	AVERAGE: 423.5m ²
LOTS 200m ² AND LESS:	4	AVERAGE: 270m ² 10%
LOTS 300m ² TO 399m ² :	4	AVERAGE: 355.5m ² 10%
LOTS 400m ² TO 499m ² :	28	AVERAGE: 438.1m ² 69%
LOTS 500m ² TO 599m ² :	5	AVERAGE: 516.8m ² 12.9%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 612m ² 2.5%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 10 - Area: 4.68ha

TOTAL NUMBER OF LOTS:	98	AVERAGE: 427.8m ²
LOTS 200m ² AND LESS:	7	AVERAGE: 288.1m ² 10.3%
LOTS 300m ² TO 399m ² :	18	AVERAGE: 351.1m ² 22.1%
LOTS 400m ² TO 499m ² :	31	AVERAGE: 428m ² 45.8%
LOTS 500m ² TO 599m ² :	12	AVERAGE: 529.8m ² 17.8%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 613m ² 1.5%
LOTS 700m ² AND GREATER:	2	AVERAGE: 722m ² 2.9%

LOT MIX TABLE Stage 11 - Area: 0.93ha

TOTAL NUMBER OF LOTS:	11	AVERAGE: 478.3m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	3	AVERAGE: 373.7m ² 27.2%
LOTS 400m ² TO 499m ² :	8	AVERAGE: 436m ² 64.8%
LOTS 500m ² TO 599m ² :	0	AVERAGE: 0m ² 0%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 624m ² 6.1%
LOTS 700m ² AND GREATER:	1	AVERAGE: 762m ² 9.1%

LOT MIX TABLE Stage 12 - Area: 20.46ha

TOTAL NUMBER OF LOTS:	80	AVERAGE: 362.5m ²
LOTS 200m ² AND LESS:	7	AVERAGE: 250.1m ² 11.7%
LOTS 300m ² TO 399m ² :	29	AVERAGE: 338.5m ² 48.2%
LOTS 400m ² TO 499m ² :	28	AVERAGE: 425m ² 38.2%
LOTS 500m ² TO 599m ² :	0	AVERAGE: 0m ² 0%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	1	AVERAGE: 720m ² 1.7%

LOT MIX TABLE Stage 13 - Area: 3.28ha

TOTAL NUMBER OF LOTS:	26	AVERAGE: 429.5m ²
LOTS 200m ² AND LESS:	4	AVERAGE: 274.3m ² 18.9%
LOTS 300m ² TO 399m ² :	7	AVERAGE: 345.5m ² 18.4%
LOTS 400m ² TO 499m ² :	21	AVERAGE: 438.2m ² 55.3%
LOTS 500m ² TO 599m ² :	0	AVERAGE: 0m ² 0%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 619.4m ² 13.2%
LOTS 700m ² AND GREATER:	1	AVERAGE: 757m ² 2.9%

LOT MIX TABLE Stage 14 - Area: 4.00ha

TOTAL NUMBER OF LOTS:	33	AVERAGE: 368.5m ²
LOTS 200m ² AND LESS:	11	AVERAGE: 285.4m ² 29.8%
LOTS 300m ² TO 399m ² :	17	AVERAGE: 387.5m ² 32.1%
LOTS 400m ² TO 499m ² :	19	AVERAGE: 427.5m ² 38.9%
LOTS 500m ² TO 599m ² :	4	AVERAGE: 532.8m ² 7.9%
LOTS 600m ² TO 699m ² :	2	AVERAGE: 673.5m ² 3.1%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 15 - Area: 1.81ha

TOTAL NUMBER OF LOTS:	25	AVERAGE: 473.8m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	5	AVERAGE: 345.5m ² 20%
LOTS 400m ² TO 499m ² :	10	AVERAGE: 448.7m ² 49%
LOTS 500m ² TO 599m ² :	9	AVERAGE: 548.5m ² 36%
LOTS 600m ² TO 699m ² :	2	AVERAGE: 627m ² 5.4%
LOTS 700m ² AND GREATER:	1	AVERAGE: 706m ² 4%

LOT MIX TABLE Stage 16 - Area: 2.94ha

TOTAL NUMBER OF LOTS:	43	AVERAGE: 483.2m ²
LOTS 200m ² AND LESS:	8	AVERAGE: 281.8m ² 18.8%
LOTS 300m ² TO 399m ² :	12	AVERAGE: 348.1m ² 27.8%
LOTS 400m ² TO 499m ² :	22	AVERAGE: 442.3m ² 51.2%
LOTS 500m ² TO 599m ² :	3	AVERAGE: 533m ² 7%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	1	AVERAGE: 609m ² 2.2%

LOT MIX TABLE Stage 17 - Area: 2.61ha

TOTAL NUMBER OF LOTS:	37	AVERAGE: 504.5m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	2	AVERAGE: 345.5m ² 6.4%
LOTS 400m ² TO 499m ² :	11	AVERAGE: 458.8m ² 23.7%
LOTS 500m ² TO 599m ² :	21	AVERAGE: 537m ² 58.8%
LOTS 600m ² TO 699m ² :	2	AVERAGE: 627m ² 5.4%
LOTS 700m ² AND GREATER:	1	AVERAGE: 702m ² 2.7%

LOT MIX TABLE Stage 18 - Area: 1.79ha

TOTAL NUMBER OF LOTS:	24	AVERAGE: 508.5m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	0	AVERAGE: 0m ² 0%
LOTS 400m ² TO 499m ² :	8	AVERAGE: 448.8m ² 33.3%
LOTS 500m ² TO 599m ² :	5	AVERAGE: 528.5m ² 42.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 617m ² 4.2%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 19 - Area: 4.78ha

TOTAL NUMBER OF LOTS:	41	AVERAGE: 463.2m ²
LOTS 200m ² AND LESS:	4	AVERAGE: 287.5m ² 9.8%
LOTS 300m ² TO 399m ² :	6	AVERAGE: 355.3m ² 19.5%
LOTS 400m ² TO 499m ² :	30	AVERAGE: 442.3m ² 48.9%
LOTS 500m ² TO 599m ² :	10	AVERAGE: 525.1m ² 24.4%
LOTS 600m ² TO 699m ² :	3	AVERAGE: 653.3m ² 7.3%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 20 - Area: 2.94ha

TOTAL NUMBER OF LOTS:	43	AVERAGE: 483.2m ²
LOTS 200m ² AND LESS:	8	AVERAGE: 281.8m ² 18.8%
LOTS 300m ² TO 399m ² :	12	AVERAGE: 348.1m ² 27.8%
LOTS 400m ² TO 499m ² :	22	AVERAGE: 442.3m ² 51.2%
LOTS 500m ² TO 599m ² :	3	AVERAGE: 533m ² 7%
LOTS 600m ² TO 699m ² :	0	AVERAGE: 0m ² 0%
LOTS 700m ² AND GREATER:	1	AVERAGE: 609m ² 2.2%

LOT MIX TABLE Stage 21 - Area: 1.79ha

TOTAL NUMBER OF LOTS:	24	AVERAGE: 508.5m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	0	AVERAGE: 0m ² 0%
LOTS 400m ² TO 499m ² :	8	AVERAGE: 448.8m ² 33.3%
LOTS 500m ² TO 599m ² :	5	AVERAGE: 528.5m ² 42.1%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 617m ² 4.2%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE Stage 22 - Area: 2.61ha

TOTAL NUMBER OF LOTS:	37	AVERAGE: 504.5m ²
LOTS 200m ² AND LESS:	0	AVERAGE: 0m ² 0%
LOTS 300m ² TO 399m ² :	2	AVERAGE: 345.5m ² 6.4%
LOTS 400m ² TO 499m ² :	11	AVERAGE: 458.8m ² 23.7%
LOTS 500m ² TO 599m ² :	21	AVERAGE: 537m ² 58.8%
LOTS 600m ² TO 699m ² :	2	AVERAGE: 627m ² 5.4%
LOTS 700m ² AND GREATER:	1	AVERAGE: 702m ² 2.7%

LOT MIX TABLE Stage 23 - Area: 4.12ha

TOTAL NUMBER OF LOTS:	34	AVERAGE: 423.1m ²
LOTS 200m ² AND LESS:	1	AVERAGE: 294m ² 2.9%
LOTS 300m ² TO 399m ² :	11	AVERAGE: 336.4m ² 32.4%
LOTS 400m ² TO 499m ² :	15	AVERAGE: 434.8m ² 41.1%
LOTS 500m ² TO 599m ² :	8	AVERAGE: 516m ² 17.8%
LOTS 600m ² TO 699m ² :	1	AVERAGE: 606m ² 2.9%
LOTS 700m ² AND GREATER:	0	AVERAGE: 0m ² 0%

LOT MIX TABLE OVERALL LOTS - Total Area 84.12ha

TOTAL NUMBER OF LOTS:	625	AVERAGE: 442.3m ²
LOTS 200m ² AND LESS:	30	AVERAGE: 290.7m ² 9.9%
LOTS 300m ² TO 399m ² :	68	AVERAGE: 326.3m ² 11%
LOTS 400m ² TO 499m ² :	117	AVERAGE: 449.8m ² 18.7%
LOTS 500m ² TO 599m ² :	281	AVERAGE: 438.1m ² 41.8%
LOTS 600m ² TO 699m ² :	125	AVERAGE: 528.5m ² 21.6%
LOTS 700m ² AND GREATER:	22	AVERAGE: 637.7m ² 3.5%
LOTS 800m ² AND GREATER:	0	AVERAGE: 0m ² 0%
LOTS 900m ² AND GREATER:	0	AVERAGE: 0m ² 0%

Plenty River Estate
 Concept Design - Stages 9 - 25
 Client: Satisfactory Property Group

CPG
 488 La Trobe Street
 Melbourne VIC 3008
 T 91 1888 8888
 F 91 1888 8888
 www.cpg.com.au



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: 0886580



To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 848DDA473E



L J Cleghorn & V D Cleghorn
31 Wallaroo Way
DOREEN VIC 3754

Issue date: 31/07/2024

Instalment 1

\$540.20

Due By 30/09/2024

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

Instalment 2 **\$539.00**

Due By 30/11/2024

Instalment 3 **\$539.00**

Due By 28/02/2025

Instalment 4 **\$539.00**

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 **\$2,157.20**

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.

Property details 46 Elation Boulevard DOREEN VIC 3754

LOT 5 PS 703545M

Elation Blvd

Owner: Cleghorn Lance John & Cleghorn Vicki Denise

Address: Painted Hills

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$410,000	\$700,000	\$35,000

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

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 35,000 x 0.04683579	\$1,639.25
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 700,000 x 0.00008700	\$60.90
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total **\$2,157.20**

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

How to pay

whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices

See the back of this notice for opening hours and locations

BPAY



Billers Code: 5157

Ref: 0886580

BPAY this payment via internet or phone banking

FlexiPay

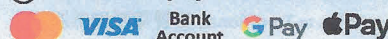


Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350

Ref: 8865805

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 8865805



*350 8865805

Waste and recycling vouchers are now online - whittlesea.vic.gov.au/wastevouchers

18th March 2025

Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA

Dear Rock Conveyancing Services C/- Triconvey2 (Reselle,

RE: Application for Water Information Statement

Property Address:	46 ELATION BOULEVARD DOREEN 3754
Applicant	Rock Conveyancing Services C/- Triconvey2 (Reselle LANDATA
Information Statement	30926289
Conveyancing Account Number	7959580000
Your Reference	657738

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	46 ELATION BOULEVARD DOREEN 3754
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	46 ELATION BOULEVARD DOREEN 3754
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STATEMENT UNDER SECTION 158 WATER ACT 1989

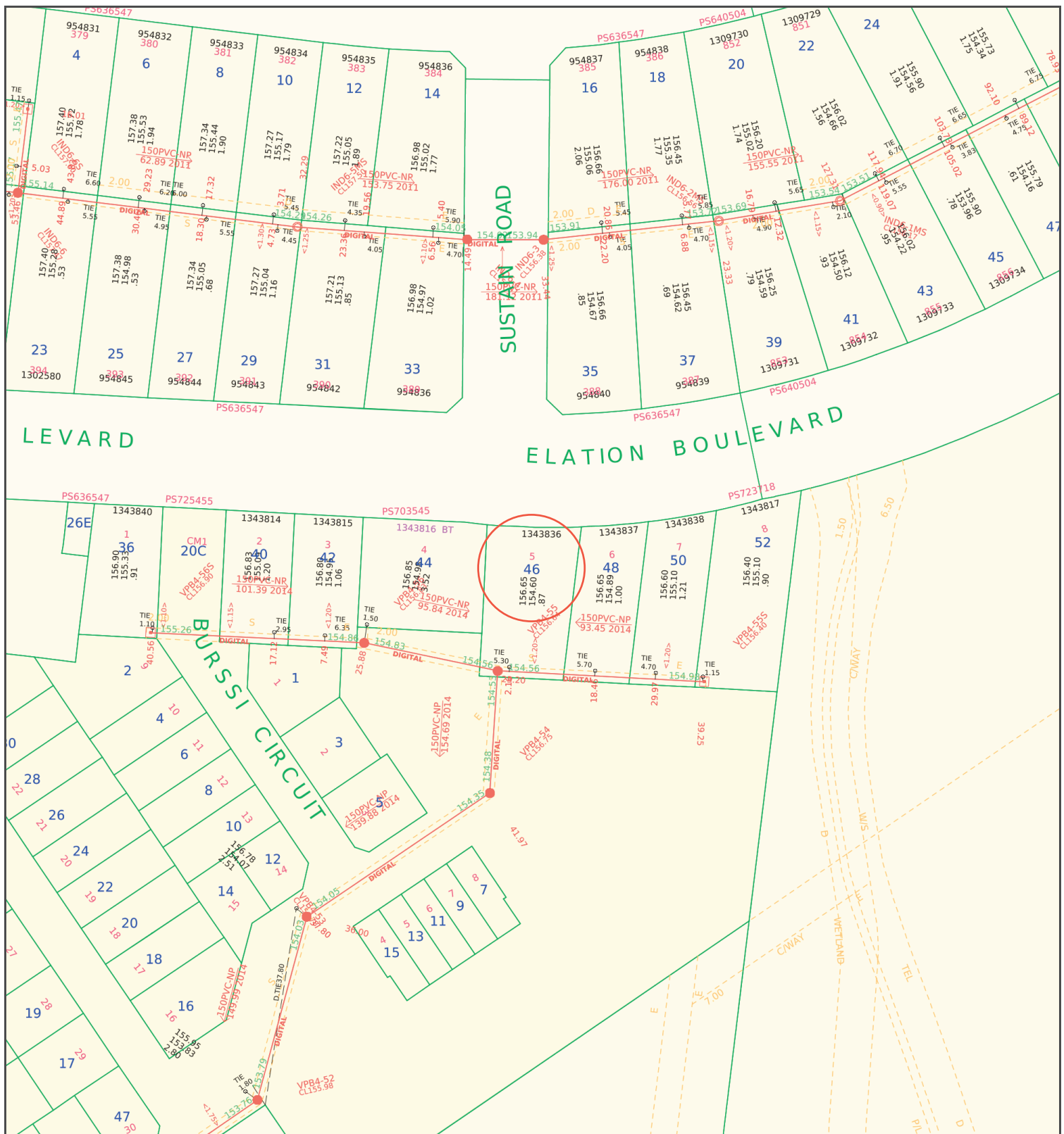
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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















**Yarra Valley Water
Information Statement
Number: 30926289**

Address	46 ELATION BOULEVARD DOREEN 3754
Date	18/03/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	 Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	 Sewer Manhole		MW Drainage Underground Centreline	
Easement	 Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	 Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	 Sewer Branch			

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

16th December 2015

Application ID: 187555

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
20mm Connection - Drinking Water	OPVC - MOLECULAR OR	150	1	Unknown Boulevard

Required Services

Product	Qty
20mm Connection - Drinking Water	1
20mm Standard Meter & Install - Drinking Water	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Water & Sewer Connection	1343836

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Water's contractor Select Solutions on 1300 724 858. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Water's plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858.

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Water's Plumbing Contractor Select Solutions on 1300 724 858 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 724 858. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to return to the easyACCESS store where the booking was made, or contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

SEWER

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water. The plan can be uploaded for you at one of the easyACCESS outlets, emailed to easyACCESS@yvw.com.au.

Any unused sewer connection branches at the site must be cut and sealed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Rock Conveyancing Services C/- Triconvey2 (Reselle
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8779354808
Rate Certificate No: 30926289

Date of Issue: 18/03/2025
Your Ref: 657738

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
46 ELATION BVD, DOREEN VIC 3754	5\PS703545	5087652	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2025 to 31-03-2025	\$20.41	\$0.00
Residential Sewer Service Charge	01-01-2025 to 31-03-2025	\$116.90	\$0.00
Parks Fee	01-01-2025 to 31-03-2025	\$21.50	\$0.00
Drainage Fee	01-01-2025 to 31-03-2025	\$30.10	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 5087652

Address: 46 ELATION BVD, DOREEN VIC 3754

Water Information Statement Number: 30926289

HOW TO PAY



Billers Code: 314567
Ref: 87793548088

Amount
Paid

Date
Paid

Receipt
Number

From www.planning.vic.gov.au at 18 March 2025 10:51 AM

PROPERTY DETAILS

Address: **46 ELATION BOULEVARD DOREEN 3754**
Lot and Plan Number: **Lot 5 PS703545**
Standard Parcel Identifier (SPI): **5\PS703545**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **886580**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 184 C1**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

OTHER

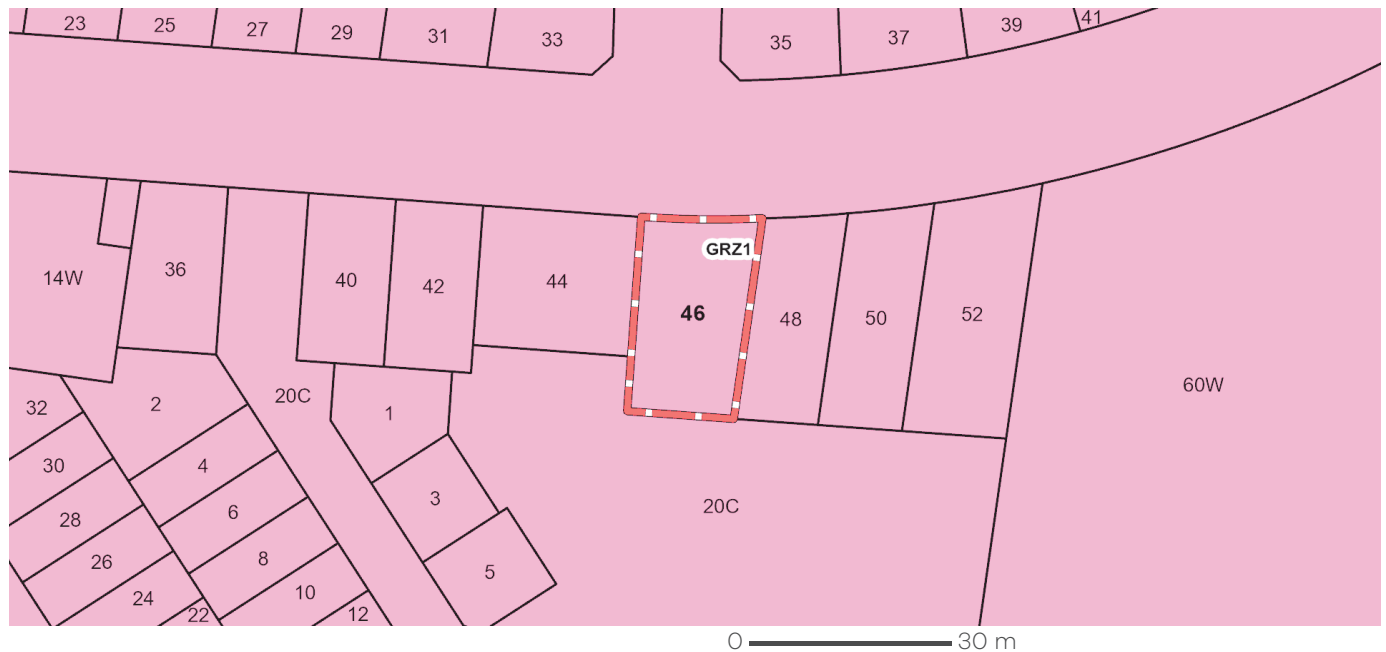
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)

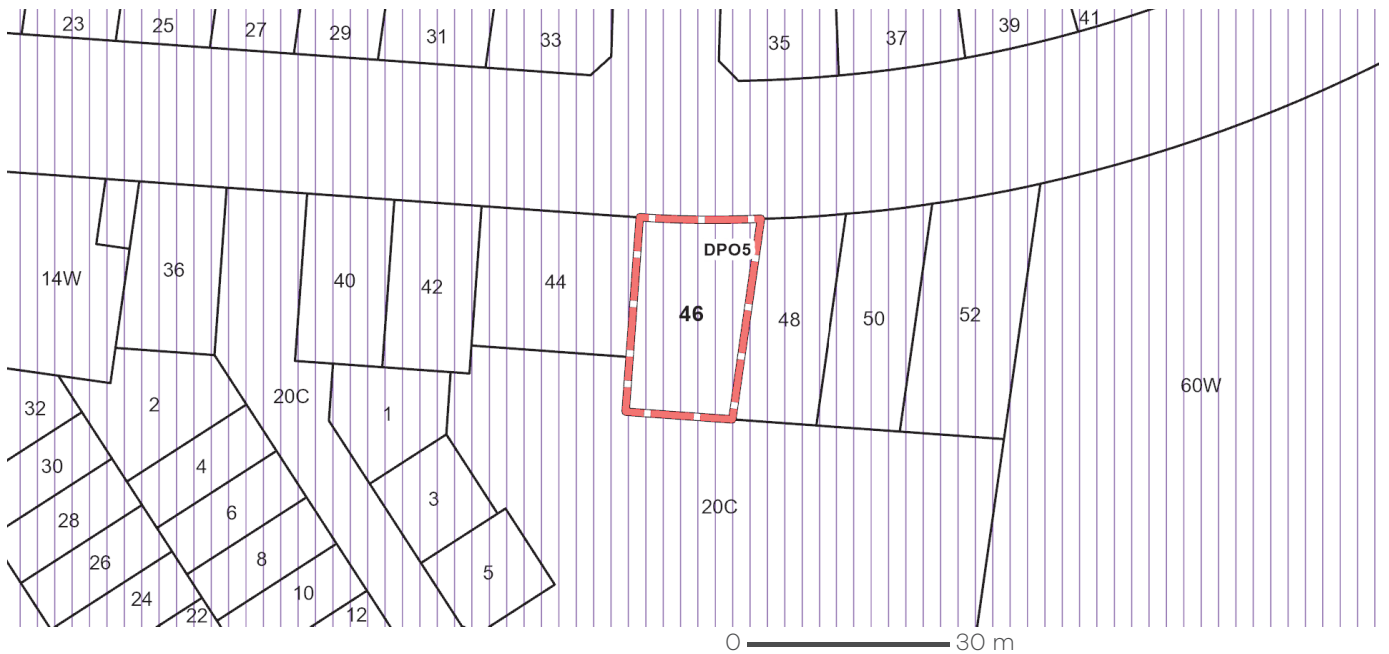


DCPO - Development Contributions Plan Overlay

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 5 (DPO5)



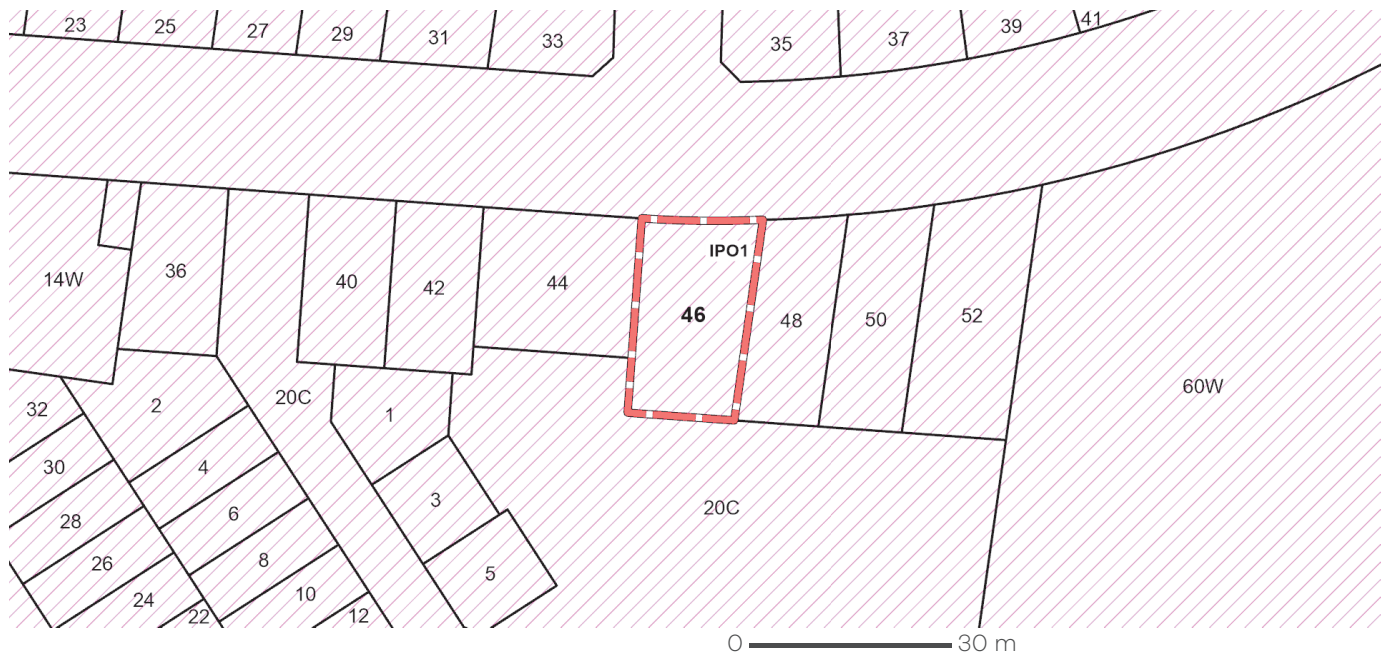
DPO - Development Plan Overlay

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

Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)

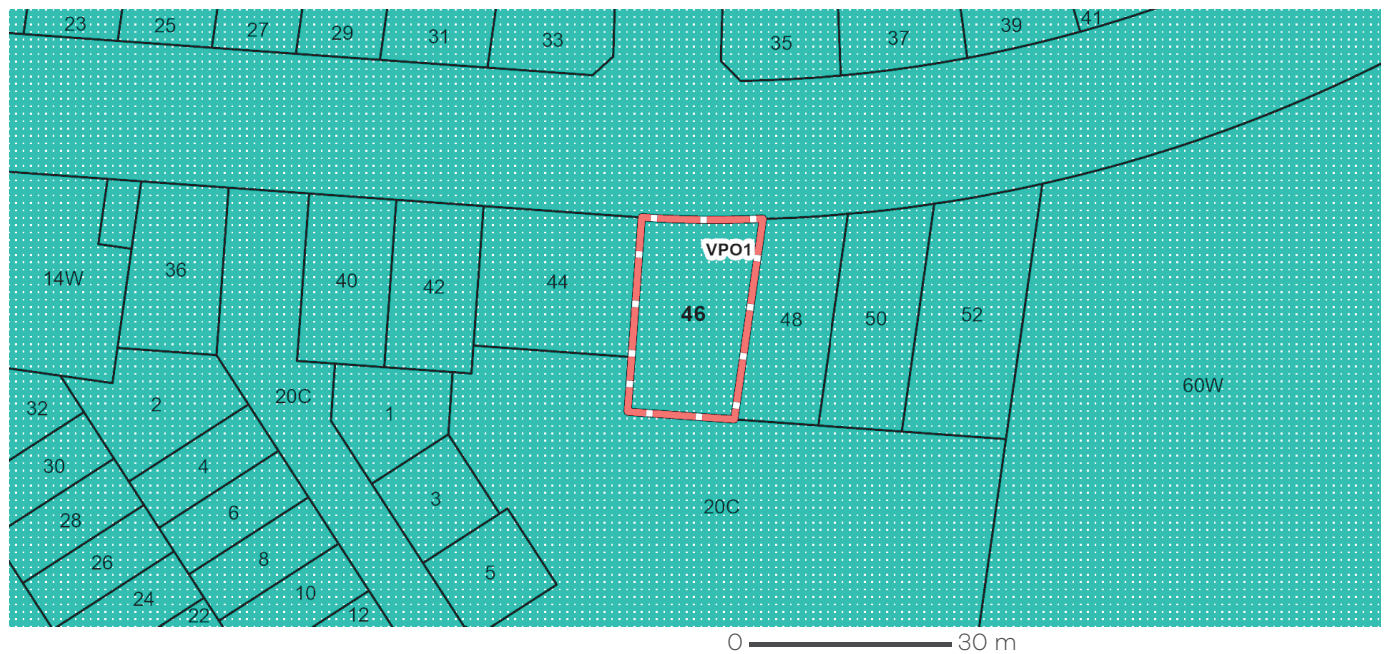


IPO - Incorporated Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 13 March 2025.

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

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

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

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

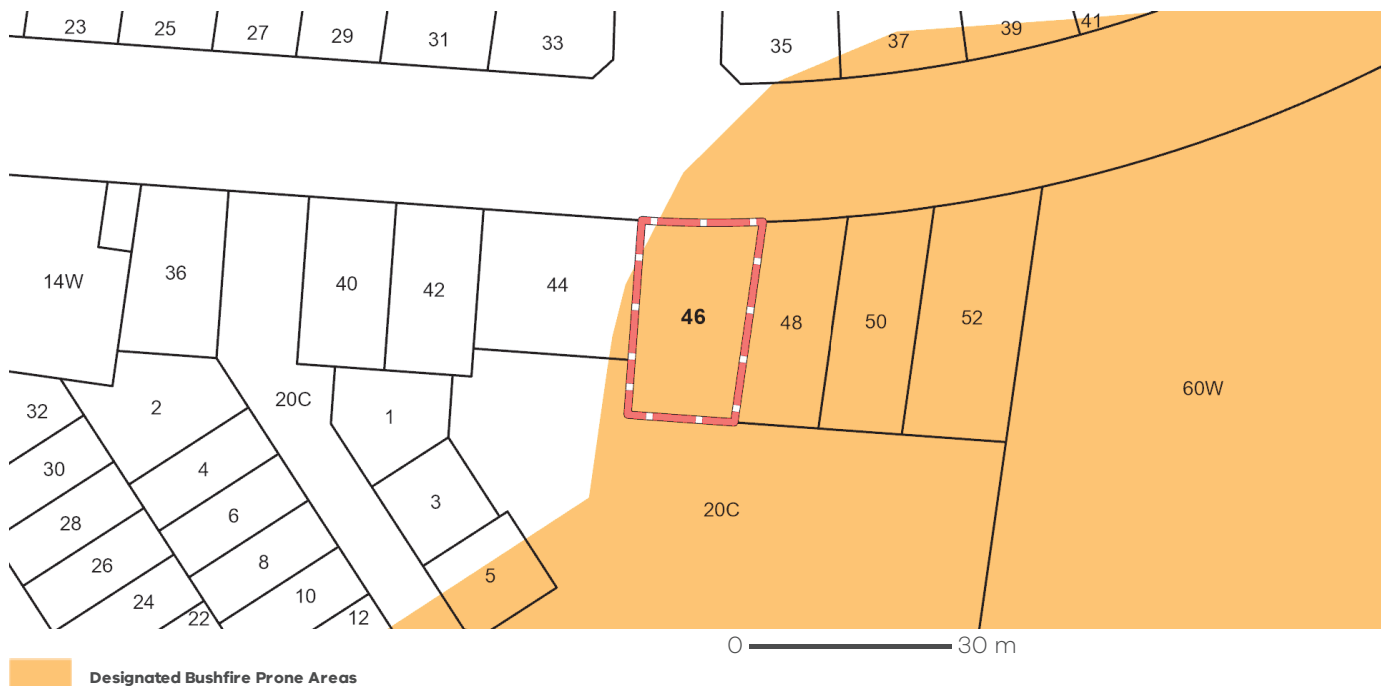
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Residential Tenancy Agreement

46 Elation Boulevard DOREEN, VIC 3754

Lance Cleghorn
Vicki Cleghorn

Christian Hamod

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

Thursday 07/04/2024

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

2. Premises let by the rental provider

Address of premises

46 Elation Boulevard, DOREEN VIC

Postcode 3754

3. Rental provider details

Full name or company name of rental provider

Name: Vicki Cleghorn, Lance Cleghorn

Address:- 31 Wallaroo Way, DOREEN VIC

Postcode 3754

Phone number: 0414 825 738

ACN (if applicable)

Email address: cleggs@dodo.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** Christian Hamod

Current Address: 46 Elation Boulevard, DOREEN VIC 3754 **Postcode**

Phone number: 0415 676 892

Email: chrishamod@gmail.com

5. Length of the agreement

Fixed term agreement

Start date Fri 23/08/2024 (this is the date the agreement starts and you may move in)

End date Fri 22/02/2025

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) **1,100.00**

To be paid per week fortnight calendar month

Day rent is to be paid, fortnightly on the Friday.

Date first rent payment due **Fri 23/08/2024**

7. Bond

The Renter has paid the bond specified below

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

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

Rental bond amount(\$) 2,385.00

Bond lodgement date: August 20th, 2024

Bond Lodgement No. EL0002999224

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.
(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay
 other electronic form of payment, including Centrepay _____

Payment details (if applicable)

BANK: Bank Of Melbourne

BSB: 193-879

ACCOUNT NUMBER: 453 164 817

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions*

(Victoria) Act 2000.

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes – Vicki & Lance Cleghorn (cleggs@dodo.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 Christian Hamod
 No

Email address: chrishamod@gmail.com

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 Lance & Vicki Cleghorn

Emergency phone number 0414 825 738

Emergency email address cleggs@dodo.com.au

11. Professional cleaning

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

professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or

professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

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

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

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:

- i. any smoke alarm is correctly installed and in working condition; and
- ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
- iii. the batteries in each smoke alarm are replaced as required.

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

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:

- i. information about how each smoke alarm in the rented premises operates;
- ii. information about how to test each smoke alarm in the rented premises;
- iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

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

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

17 Swimming pool barrier safety activities

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

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

Residential rental agreement Page 6/24

(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.

Residential rental agreement Page 6/23

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be

erected, on the rented premises.

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

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

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

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

19 Bushfire prone area activities

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

If the rented premises is in a designated bushfire prone area under section 192A of the **Building**

Act 1993 and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and must not use the premises for illegal purposes; and must not cause a nuisance or interfere with the reasonable peace, *comfort or privacy of neighbours*; and must *avoid damaging the premises and common areas*.

Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

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

23. Locks

The rental provider must ensure the premises has:

locks to secure all windows capable of having a lock, and has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

is operated by a key from the outside; and may be unlocked from the inside with or without a key

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under a:
a family violence intervention order; or
a family violence safety notice; or
a recognised non-local DVO; or
personal safety intervention order.

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

The renter must notify the rental provider, in writing, as soon as practicable of —
damage to the premises; and

a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

The rental provider must give the renter at least 60 days written notice of a proposed rent increase

Rent cannot be increased more than once every 12 months.

If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

The rental provider may enter the premises—

at any time, if the renter has agreed within the last 7 days; and

to do an inspection, but not more than once every 6 months; and

to comply with the rental provider's duties under the Act; and

to show the premises or conduct an open inspection to sell, rent or value the premises; and

to take images or video for advertising a property that is for sale or rent; and

if they believe the renter has failed to follow their duties under the Act; and

to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

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

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

32. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.

The Rental Provider may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

33. Availability of Premises

The Rental Provider will use its best endeavours so that the Premises are available on the Commencement Date.

34. Payment of Services

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

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

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

35. Contents Insurance

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

36. Use of Premises

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

37. No Representations

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

38. Condition Report

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

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Rental Provider within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by the Rental Provider will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

39. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

40. Rental Provider Termination

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

41. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost.

42. Extra Keys

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

43. Floor Protection

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

44. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

45. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

46. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or their respective contractors.

48. Shared Services

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

49. No Servicing Vehicles

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

50. Report Damage or Injury

The Renter shall notify the Rental Provider immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

51. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or their respective contractors.

52. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld.

The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

53. Rubbish

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

54. Pests

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

55. Hanging Clothes

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

56. Replace Light Globes

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

57. Smoke Free Zone

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

58. Payment of Rental

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

59. Rental Increase

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

60. Maintain Garden

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

61. Watering System

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

Provider, or their contractors.

62. Rental Provider Repairs

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

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

63. Urgent Repairs

The Renter agrees to use all reasonable efforts to contact the Rental provider during business hours or after hours on 0414 825 738 for approved after hours emergency tradespeople before any urgent repairs are completed.

64. Vehicle Parking

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

65. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider. Permission will not be unreasonably withheld. In giving permission, the Rental Provider may impose reasonable conditions. It is not unreasonable for the Rental Provider to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider to keep a pet at the Premises the Renter must complete and provide a pet request form.

66. Pools and Water Features

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

67. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider has the right to enter the Premises:

To carry out duties specified in this Agreement, or the Act or any other legislation or law;

To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;

At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;

At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);

To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;

To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

68. Assignment and Sub-Letting

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

The Renter must as soon as practicable notify the Rental Provider in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider for any cost or charge incurred in preparing a written transfer of this Agreement.

69. Rental Provider Notice

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

70. Renter Notice

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

71. Periodic Tenancy

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

72. Rental Provider Expenses

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

1. Pro Rata Letting Fee (Calculated at time of termination)
2. Marketing costs
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

73. Return Keys

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

74. No Set-Off

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

75. Remove Personal Property

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

76. Window Cleaning

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

77. Carpet Cleaning

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

78. **Definitions and Interpretation**

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

79. **Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Rental Provider if the email address for correspondence or other documents is changed or any other contact details are changed.

80. **Owners Corporation**

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

Property Disclosures

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

Embedded Electricity Network

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

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

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

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

Yes No

Comments -

Intention to Sell

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

If yes, please provide details below.

Yes No

Comments -

Homicide

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

Yes No

Comments -

Drug Contamination

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

Yes No

Comments -

Mould or Dampness

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

Yes No

Comments -

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?

If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments -

Safety Check Recommendations

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

Yes No

Comments -

Asbestos

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

Yes No

Comments -

Building/Planning Permit

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

Yes No

Comments -

Building Work Dispute

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

Yes No

Comments -

OC Dispute

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

Yes No

Comments -

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?

If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments –

Heritage Register

Are the premises considered a registered place?

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

Yes No

Comments –

Minimum Standards

Do the premises comply with the rental minimum standards?

The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.

Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rentalminimum-standards>).

If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments -

Right To Let the Premises

Are you the owner of the property?

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

Yes No

Comments -

Mortgagee Possession

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

Yes No

Comments -

Privacy Collection Notice

As the Rental Provider collection of your private information will be used as follows;

Premises.

Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the premises.

Pay / release rental bonds to / from Rental Bond Authorities (where applicable).

Refer to Tribunals, Courts and Statutory Authorities (where necessary).

Refer to Collection Agent / Lawyers (where default / enforcement action is required).

Provide confirmation details for organisations contacting us on your behalf i.e. Utilities (Gas, Electricity, Water, Phone), etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, we cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. We are unlikely to disclose any of your personal information to overseas recipients.

Residential rental agreement Page 22/23

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 1: **Vicki Cleghorn**

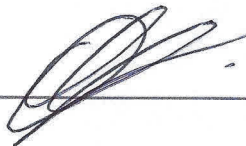


Rental Provider 2: **Lance Cleghorn**



Renter(s)

Renter 1: **Christian Hamod**



AGREEMENT END