

DATED

2025

MANOJA JOSYULA

to

CONTRACT OF SALE OF REAL ESTATE

Property: 28 HURTLE STREET, LALOR 3075

NR Conveyancing

PO Box 102
Holmesglen VIC 3148
Tel: 0411 098 418
Fax: 039806 3200
Ref: JM:Josyula-474

Contract of Sale of Land

Property address: 28 HURTLE STREET, Lalor, Victoria 3075

Vendor: Manoja Josyula

Purchaser:

Prepared by
NR Conveyancing

PO Box 102, Holmesglen VIC 3148

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Email: nrconveyancing@gmail.com

Ref: JM:Josyula-474

Contract of Sale of Land 2025 edition

Part 1

Property address: 28 HURTLE STREET , Lalor, Victoria 3075

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

The terms of this contract are contained in the particulars of sale, the general conditions and any special conditions in that order of priority.

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way 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.

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.**

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales

Section 9AA(1A) of the Sale of Land Act 1962

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

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

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

SIGNING 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 section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- a complete copy of the contract including the Particulars of Sale, Special Conditions (if any), and the General Conditions.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

On

,

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

This offer will lapse unless accepted within clear business days – 3 clear business days if none specified.

SIGNED BY THE VENDOR

On

Manoja Josyula,

Print name of person signing.

State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.

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

Particulars of Sale

VENDOR'S AGENT

Name	Harcourts Rata & Co	Phone		Fax	
Address		Email	sold@rataandco.com.au		

VENDOR

PRACTITIONER – SOLICITOR/CONVEYANCER

Name	Manoja Josyula	Name	NR Conveyancing		
		Address	PO Box 102, Holmesglen VIC 3148		
Address	22 Dunscombe Avenue, Glen Waverley, VIC 3150	Contact	Jay Motipalli		
		Email	nrconveyancing@gmail.com		
ACN/ABN		Phone	0411098418	Fax	039806 3200

PURCHASER

PRACTITIONER – SOLICITOR/CONVEYANCER

Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					

LAND

General conditions 3 and 9

The land is described in the table below.

Certificate of Title reference		being lot	on plan
Volume 08209	Folio 402	132	LP013050

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

The land includes all improvements and fixtures.

Property address

The address of the land is:
28 HURTLE STREET , Lalor

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed in attached schedule.

OR

Listed as follows:

All fixed floor coverings, electric light fittings and window furnishings

PAYMENT

General condition 11

Price:

Plus GST: Nil Payable by purchaser in addition to price – *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: \$ By of which \$0.00 has been paid

Balance: \$ Payable at settlement

Foreign resident vendor:

See general condition 15(f) and (g)

GST payable

General condition 13

No, because:

Vendor not registered or required to be registered

Existing residential premises

Not in the course or furtherance of an enterprise

Going concern

Farmland used for farming business or sale of subdivided farmland to an associate

Yes, because:

Purchaser entitled to input tax credit

Purchaser **NOT** entitled to input tax credit

Margin scheme applies

Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:

- Vendor not registered or required to be registered
- The premises are not new
- The premises were created by substantial renovation
- The premises are commercial residential premises

No withholding for potential residential land because:

- Vendor not registered or required to be registered
- The land includes a building used for commercial purposes
- The purchaser is registered for GST and acquires the property for a creditable purpose

SETTLEMENT

General condition 10

Settlement is due on

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

- Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

- Attached; or
- As follows:

(Insert details.)

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- Yes No
-

LOAN

General condition 14(a)-(d)

This contract is subject to a loan being approved within from the contract date (approval period).

Lender:

Loan amount:

BUILDING AND PEST REPORT

General condition 14(e)-(f)

This contract is subject to:

Building report. Provider:

Pest report. Provider:

Special conditions

Yes No

1.

2.

3.

INFORMATION ONLY

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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1. Encumbrances

- (a) The purchaser buys the property subject to:
- (i) Any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (ii) Any reservations in the crown grant; and
 - (iii) Any lease referred to in the particulars of sale.
- (b) The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) 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
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

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

5. Consents

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

6. Transfer

- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The

delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
 - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in

accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
- (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) general condition 12(a) has been satisfied; and
 - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:

- (i) general condition 12(a) has been satisfied; and
- (ii) the purchaser has not made a valid objection to title; and
- (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
- (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if **'going concern'** is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (e) This clause applies if **'farm land used for farming business or sale of subdivided farm land'** to an associate' is specified in the particulars of sale.

- (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
- (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if **'mixed supply'** is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice

- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
- A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
 - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser
- In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).
- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
 - (i) applied for the loan; and
 - (ii) did everything reasonably required to obtain approval of the loan; and
 - (iii) provides written proof to the vendor that the loan was not approved; and
 - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
 - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).

- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:
 - (i) applied for the report; and
 - (ii) provides the vendor with a copy of the written report; and
 - (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
 - (iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

- (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

- (c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

18. Nominee

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

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

23. Loss or damage before settlement

- (a) 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

26. Interest

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

27. Default notice

- (a) 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.

- (b) The default notice must:
 - (i) specify the particulars of the default; and
 - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. the default is remedied; and
 - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) specify the particulars of the failure to comply with the default notice; and
 - (ii) state that the contract will be ended in 10 days after the notice is given unless:
 - A. the default is remedied; and
 - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
 - (ii) All those amounts are a charge on the land until payment; and
 - (iii) The purchaser may also recover any loss otherwise recoverable.

- (e) If the contract ends by a rescission notice given by the vendor:
- (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

SPECIAL CONDITIONS

Any Special Conditions written below which are inconsistent with the General Conditions hereinbefore contained shall modify or exclude such Conditions to the extent of such inconsistency.

1. INTERPRETATION

In the interpretation of this contract where the context permits.

- a) words importing either gender shall be deemed to include the other gender.
- b) words importing the singular number shall be deemed to include the plural and vice versa.
- c) Where there are two or more purchasers the agreements and obligations of the purchaser hereunder shall bind them jointly and each of them severally.

2. LAND IDENTITY

The purchaser admits that the land offered for sale and inspected by them is identical to that described in the title attached. The purchaser shall not make any requisition in respect of or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the vendor to amend Title or to bear all or any part of the cost of doing so.

3. ACKNOWLEDGEMENT

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

4. RESTRICTIONS

The purchaser buys subject to any restrictions imposed by the provisions of any applicable Town Planning Acts or Schemes, Local Government By-Laws or other enactments, or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the vendor's title. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

5. CONDITION OF PROPERTY

The purchaser acknowledges the property is purchased in its existing condition. The purchaser further acknowledges that the vendor makes no representations or warranties as to any plans, designs or specifications that may exist in relation to the construction of any building in or on the property or to the condition of any building on the property.

6. REQUISITIONS

Condition 1 of Table A does not apply to this contract of sale and the purchaser must not deliver to the vendors. solicitors any other requisitions save for the standard Law Institute Requisitions and Enquiries on Title.

7. DEFAULT INTEREST

Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of FOURTEEN per centum (14%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without necessity for any notice in writing whether under Condition 26 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers and remedies of the Vendor under this Contract or otherwise. The provisions of Condition 33 shall not apply to this Contract.

8. SMOKE ALARMS

If the property includes a building to which Regulation 5.14 of the Building Regulations 1994 applies that required the installation of a self-contained smoke alarm complying with AS3786-1993, it is agreed that the purchaser shall comply with the said Regulation, and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with the said Regulation.

9. **NOMINATION OF PURCHASER**

General Condition 4 shall be amended by the addition of a last sentence as follows: "These arrangements shall be completed to the reasonable satisfaction of the vendor or their solicitors at the expense of both the purchaser and the nominees and in addition may only be effected if the purchaser is not in default pursuant to this contract and provided that notice is given prior to fourteen (14) days from the date of the settlement".

a) The Purchaser must pay to the vendor on the settlement date a nomination fee of **\$350.00** incl GST as compensation for the vendor's additional legal expenses in respect of nomination.

10. **GUARANTEE AND INDEMNITY**

Where the purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange) the purchaser shall simultaneously with the execution hereof obtain the execution of the Guarantee and Indemnity in the form annexed hereto by two of the directors of the purchaser company or one director and the company secretary of the purchaser company.

11. **MERGER**

The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

12. **SWIMMING POOL OR SPA**

If the Property contains a swimming pool or spa the Building Regulations require suitable safety barriers to be established. The Purchaser acknowledges responsibility for this from the date of the Contract and warrants to the Vendor it will comply with all building regulations and other requirements that may apply in relation to the swimming pool or spa.

13. **NOTICES**

The Purchaser will be responsible from the date of the Contract for complying with any notice, order, declaration, or report including payment of any new or special levy that may affect the Property.

The purchaser will indemnify and keep indemnified against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceedings howsoever arising, made or incurred on or subsequent to settlement, or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.

14. **FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975.**

The purchaser warrants to the vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the purchaser hereby indemnifies and keeps indemnified the vendor against any loss (including consequential loss) which the vendor suffers as a result of the vendor having relied on this warranty at the time of entering into this contract.

Where the purchaser is not a resident and ordinary domiciled in Australia or a foreign company, the purchaser Shall: - Within 30 days of request of the vendor produce to the vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of

- (i) Written confirmation from an Australian bank showing funds on deposit being available for the settlement of the contract.
- (ii) A letter of approval from an Australian bank in respect of any loan to be taken out by the purchaser for the settlement of the contract.
- (iii) Any other approval or confirmation approved by the vendor sufficient to show the ability of the purchaser to pay the residue owing.

Any failure by the purchaser to comply with the provisions of this clause shall be deemed a material breach of this contract and the vendor shall be entitled to rescind this contract.

15. MULTIPLE PURCHASERS

If there is more than one purchase then: -

- a) The Purchasers obligations in this will bind all those persons jointly and severally.
- b) It is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
- c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- d) The purchasers fully indemnify the vendor, the vendor's agent and representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable because of the proportions in the transfer differing from those in the contract.
- e) This special condition will not merge on completion.

16. EARLY POSSESSION

If the Vendor allows the Purchaser to take possession of the subject property prior to the settlement, then the Purchaser shall execute a license agreement as prepared by the Vendor's representative and shall prior to taking possession pay the costs associated with the said preparation.

17. PLAN OF SUBDIVISION (if applicable)

The Purchaser acknowledges that as at the Day of Sale the plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).

- a) The vendor shall at his/her own cost and expense procure registration of the Plan of Subdivision.
- b) If the Plan is not registered within (18) months after the Day of Sale, either the Purchaser or the Vendor may after the expiration of that (18) months but before the Plan of Subdivision is so registered rescind this Contract of Sale by notice in writing to the other party and the Deposit Money shall than be repaid to the Purchaser in full.
- c) The Vendor reserves the right to make alternation to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sal of Land) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupation and otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the property as inspected by the Purchaser.
- d) Plans of Works intended to affect the natural surface levels of the land comprised in the Plan and the abutting land are annexed to the Section 32 Statement (if applicable). The Vendor reserves the right to alter the natural surface levels of the property any time after the Day of Sale. The Vendor Shall notify the Purchaser as soon as practicable of any changes to the works already disclosed in the Vendor's Section 32 Statement (if applicable).

- e) Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge or cause permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the property and the purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
- f) Notwithstanding any other terms of this Contract, the Purchaser shall not be entitled to make any object or requisition or claim any compensation or to rescind or determine this Contract on the grounds that the Plan of Subdivision as approved does not accord with the proposed Plan of Subdivision unless the amendments materially and detrimentally affect the land in which case the Purchaser may rescind the contract within fourteen (14) days after being advised by the Vendor of the amendment but only if the amendment is material and detrimental and without any compensation whatsoever from the Vendor.

18. OWNER BUILDER (if applicable)

The Purchaser acknowledges that prior to signing the contract, the purchaser has received a copy of the inspection report as prescribed in Section 137B of the Building Act 1993, and a copy of a certificate evidencing the existence of the required insurance.

The Vendor's warrants that they have affected a Policy Insurance which indemnifies the purchaser (and any subject purchasers) against all losses and damage during the period of insurance which result from:

- a) Any breach of the Statutory Warranties under Section 137C of the Act; and
- b) Alternative accommodation, removal and/or storage costs reasonably and necessarily incurred because of any event under (a) above.

The Vendor warrants that 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.

The Vendor warrants that 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.

The Vendor warrants that domestic building work has been carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Act and the regulations.

19. SETTLEMENT

- a) Settlement shall take place no later than 3.00 pm on the settlement date failing which settlement shall be deemed to take place on the next business day.
- b) Settlement shall take place at the offices of the vendor's solicitors or at such other place as the vendor directs.
- c) The purchaser acknowledges that they are purchasing the property because of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf:
- d) In its present condition and state of repair.
- e) Subject to all defects latent and patent.
- f) Subject to any infestations and dilapidation.
- g) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- h) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

20. **SUBJECT TO FINANCE**

If the contract of sale is subject to finance and the Purchaser's finance has not been approved by the due date, the Purchaser must:

- (a) Provide a decline letter as per G.C 20 from the lender (not the mortgage broker) stipulated in the Contract of Sale to confirm that the finance has been declined, until then G.C 20.2 (d) doesn't apply.
- (b) When purchase applies for Sub to finance and deposit extension, 2 business days (Grace period) doesn't apply.

Should the declined letter and sufficient information not be provided in writing to our office, the Vendor will not instruct the selling agent or stakeholder to refund any deposit monies to the Purchaser until this is satisfied by the Vendor.

21. **APPORTIONMENT OF PURCHASE PRICE-off the plan (if applicable)**

The Vendor and Purchaser acknowledge and agree that at the date of this contract the value of the property is as follows: -

(a)	Value of Land	\$.....
(b)	Value of Works completed as at the date of contract	\$.....
(c)	Value of Works still to be undertaken by the Vendor	\$.....
	TOTAL	\$.....

It is hereby agreed between the parties hereto that if the dutiable amount as shown in Special Condition 20 herein is different from the dutiable amount as shown of the land and Building Packages Statutory Declaration it is acknowledged that the stamp duty payable by the Purchaser shall be the amount of duty as stated on the Vendor's Land and Building Packages Statutory Declaration and that the Declaration shall take precedence to this Condition.

The Purchaser acknowledges that it does not rely on any representation or warranty of any kind made by or on behalf of the Vendor in relation to the amount of stamp duty the Purchaser may be required to pay in relation to the property.

22. **ADJUSTMENTS**

The statement of Adjustment must be accompanied by copies of the following certificates.

- a) Council
- b) Water bill,
- c) Owners' corporation (if applicable)
- d) The vendor may request up to six (6) bank cheques at settlement.
- e) If settlement is rescheduled due to the purchaser, the purchaser shall pay the vendor's Solicitors/ Conveyancer an amount of \$330 incl GST representing the vendor's additional legal cost and disbursements. The Purchaser also agrees to pay \$250.00 for every subsequent charge to the settlement date.
- f) Land Tax will not be adjusted on settlement for all contracts signed after 01st Jan 2024.

23. **TIME FOR REGISTRATION (if applicable)**

If the plan has not been registered within 18 or 24 months after the date hereof either party may at any time thereafter, but prior to the plan being registered, rescind this agreement by notice in writing.

ADDITIONAL SPECIAL CONDITIONS

24. Works affecting natural surface level (For new subdivisions)

- a) Details of all works affecting the natural surface level of the land and any adjoining land that have been carried out by the builder to level the land for the purposes of carrying out construction of a dwelling on the land.
- b) The Purchaser will not make any objection, requisition or claim, delay Settlement of or rescind or terminate this contract in respect of any works affecting the natural surface level of the Land or any land abutting the property which is in the same Plan as the Property disclosed to the Purchaser in accordance with section 9AB of the Act.

25. Caveat (For new subdivisions)

- a) The Purchaser will not lodge nor cause or allow any person claiming through it or acting on its behalf to lodge any caveat over any certificate of title relating to the Site or the Land until registration of the Plan by the Registrar.
- b) to the extent that it delays any such settlement, entitles the Vendor to recover from the Purchaser interest, holding costs and other damages or charges that the Vendor may suffer or incur, including under any agreement relating to the financing of the development of the Site.

26. BUILDING/CONSTRUCTION (For new subdivisions)

- 26.1 The Purchaser acknowledges that although part of the Price includes an amount in respect of the construction of a dwelling on the Land the Vendor will not be carrying out, managing or arranging the carrying out of any construction work pursuant to this Contract but the Vendor does make to the Purchaser the representations concerning, amongst other things, the construction of the dwelling on the Land.
- 26.2 the Vendor represents to the Purchaser that:
- (a) the registered building practitioner is a builder having at least one of its Directors registered as a builder under the Building Act.
 - (b) the Builder is covered by insurance required of builders carrying out domestic building work by a ministerial order under the Building Act.
 - (c) there exists a Major Domestic Building Work Contract between the Vendor and the Builder in respect to the construction of the dwelling in accordance with the plans and specifications as annexed hereto.
 - (d) on completing the purchase of the property and the chattels under this Contract, the Purchaser shall have, as the Vendor's successor in Title, the benefit of the warranties about the work by the Builder concerning the construction of the dwelling specified in Section 8 of the Domestic Building contracts and Tribunal Act.
- 26.3 the Vendor may make minor variations to the Works (including the substitution of fittings by other fittings of the same nature and similar, quality) but shall not make any major variations to the Works without the consent of the Purchaser which consent shall not be unreasonably withheld.
- 26.4 If applicable or required, the Vendor shall on or before the Settlement Date procure the issuing of a guarantee in respect of the Works in accordance with the requirements of the Domestic Building Contracts and Tribunal Act 1995 and the Building Act, 1993.
- 26.5 The Purchaser hereby acknowledges that:—
- (a) some features delineated in the plans for each Lot may not be capable of being constructed on the land and that the Vendor shall be entitled to make minor variations to those plans and/or standard specifications nor variation does not materially affect the Purchaser and is not greater than a five (5) per cent variation;
 - (b) the Vendor shall be deemed to have satisfied this Special Condition upon producing to the Purchaser or the Purchaser's Solicitor/Conveyancer an Occupancy Permit in respect of the dwelling;

(c) in the event that at the Settlement Date any dispute arises as to the quality or standard of the finish of any of the Works at the property hereby sold, then the Purchaser shall not, be entitled to delay or postpone settlement as a consequence thereof or to request or demand the holding back or retention of any part of the Residue of the Price as security for the satisfactory completion of the Works and shall proceed to and with settlement as required by this Contract.

(d) if the Occupancy Permit (or its equivalent) is not issued within twenty four (24) months after the date of this contract, the Purchaser may, at any time after the expiration of that period but before the Certificate is issued, by written notice to the Vendor, rescind this Contract.

27. ELECTRICITY CONNECTION FEE

The Purchaser shall reimburse the Vendor \$880.00 for the electricity connection fee at settlement for new units only.

28. Development Land Landscaping (For new subdivisions)

- a) The Purchaser acknowledges that the Vendor, as part of the Development, may provide, or may be required to provide, landscaping on areas within the Development Land.
- b) the Purchaser agrees and acknowledges that:
 - any information provided by the Vendor in respect of such landscaping is indicative only, and believed to be correct at the Day of Sale.
 - the Purchaser is not relying upon such information in entering into this Contract.
 - no warranty or representation has been given or is to be construed as a result of the provision of such information by the Vendor.
 - the Vendor retains the right to change such landscaping at its absolute discretion, including the right to not provide such landscaping at all; and
- c) any potential changes made by the Vendor to such landscaping may have the effect of altering the visual amenity from the Property. The Purchaser shall not make any requisition or objection nor claim any compensation nor seek to avoid or delay settlement as a direct or indirect consequence of anything contained in this Special Condition.

29. Adjustment

The purchaser acknowledges and agrees that: -

- a) the purchaser legal practitioner will prepare the statement of adjustments and provide this to the vendor legal practitioner at least three (3) days prior to the settlement date;
- b) At Settlement, the purchaser will reimburse the Price to include any cost to the Vendor for connection of the Services to the Property in accordance with this Special Condition.

30. Purchaser's Obligation to settle. (For new subdivisions)

1. It is an essential term of this Contract that, provided a certificate of occupancy or certificate of final inspection has issued in relation to the Property, if before Settlement any dispute arises or has arisen relation to:
 - (a) the Building Works.
 - (b) the quality or standard of the Specifications; or
 - (c) any matter referred to in these Special Conditions; the Purchaser must not make any objection, requisition or claim, delay or postpone Settlement.
2. The Purchaser must proceed with Settlement in accordance with this Contract notwithstanding any dispute of a general nature contemplated by this Special Condition.

31. Vendor's right to terminate.

If at any time before or at settlement any one of the following events have occurred (irrespective of whether any such event pertains to only one of the several persons or companies purchasing jointly), then the Vendor shall be at liberty in the Vendor's sole discretion to terminate this Contract by written notice to the Purchaser whereupon all money paid by the Purchaser to the stakeholder shall be refunded to the Purchaser without deduction: -

31.1 The Purchaser, being a natural person: -

- 32.1.1 dies.
- 32.1.2 becomes bankrupt.

- 32.1.3 is sentenced to imprisonment for a term exceeding one month; or
- 32.1.4 is unable to manage his own affairs because of unsoundness of mind.

31.2 The Purchaser, being a company: -

- 32.1.5 is ordered to be wound up or is placed in provisional liquidation or is placed in receivership.
- 32.1.6 enters a scheme of arrangement for the benefit of its creditors.
- 32.1.7 resolves to go into liquidation or receivership.
- 32.1.8 is put into the control of a liquidator, receiver, or official manager; or
- 32.1.9 any or all the directors and principal shareholders of the Purchaser fail or refuse to execute the form of the annexed Guarantee.

32. Special Condition -Solar Panels

The Vendor makes no representations or warranties with respect to any solar panels installed at the Property in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

33. Special Condition – Auction

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

34. VARIATIONS BY PURCHASER (For new subdivisions)

- a) The vendor may at its sole discretion agree to changes proposed by the purchaser to the initial plans and specifications for the works and in such instance the vendor shall deliver a quotation for the changes to the purchaser as soon as practicable. The purchaser shall agree to such costs within seven days of the quotation for the amendments being submitted and upon acceptance the vendor shall prepare and provide new plans and specifications at the cost of the purchaser. The purchaser shall agree to the amended plans and specifications by signing the same and they will then form part of this contract. Should the purchaser not accept the plans then the purchaser's rights to such amendment shall lapse and the original contract shall remain as if this condition did not apply but the purchaser shall still be responsible for the vendor's costs of preparing the new plans and specifications.
- b) The non-acceptance of the purchaser of the plans in any instance shall not preclude the purchaser from seeking Further amendments under this special condition under the same terms.
- c) Upon acceptance of the plans and specifications then the amended plans shall form part of the contract and both parties and the works shall be governed by the terms of this contract as if the amended plans and specifications were originally prescribed.
- d) The Purchaser agrees that there will be no reduction in the purchase price of the land notwithstanding any reduction in the cost of construction due to the variations agreed between the parties.
- e) The purchaser agrees that the vendor is restricted from obtaining further quotations for variations pursuant to its building contract with the builder and consequently the builder does not provide any warranty that the costs of any variation will be fair reasonable or competitive.
- f) If requested by the vendor the purchaser shall pay to the vendor the vendor's costs pursuant to this condition within 7 days of an invoice being submitted to the purchaser and in default of such payment the purchaser shall be in default under this contract.

35. Owners' corporation Certificates to be provided

If the contract has Owners corporation certificate/statement/Invoice/Levy provided by vendor, the purchaser must acknowledge this and is not agreeable to rescind, object to your request, make a claim or terminate the contract based on this condition. The purchaser is responsible for applying for owners Corporation certificate and provide with statement of adjustments S.C 24.

Vendor Statement

Property address: 28 HURTLE STREET, Lalor, Victoria 3075

Vendor: Manoja Josyula

Purchaser:

NR Conveyancing

PO Box 102, Holmesglen VIC 3148

PO Box 102, Holmesglen VIC 3148

Phone: 0411098418

Fax: 039806 3200

Email: nrconveyancing@gmail.com

Ref: JM:Josyula-474

Vendor Statement

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

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

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

The parties may sign by electronic signature. State nature of authority for each party if applicable, for example, 'director', 'attorney under power of attorney'.

Land

28 HURTLE STREET, Lalor 3075

SIGNED BY THE VENDOR

Vendor's name

Manoja Josyula

Date

/ /

Vendor's
signature

SIGNED BY THE PURCHASER

Purchaser's
name

Date

/ /

Purchaser's
signature

SIGNED BY THE PURCHASER

Purchaser's
name

Date

/ /

Purchaser's
signature

FINANCIAL MATTERS

- (a) **Particulars of any rates, taxes, charges or other similar outgoings, and any interest on them.**

(i) Are contained in the attached certificate/s.

- (b) **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:

- (c) **Terms contract**

This section 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.

- (d) **Sale subject to mortgage**

This section 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.

INSURANCE

- (a) **Damage and destruction**

This section 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.

- (b) **Owner builder**

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

Not Applicable.

LAND USE

- (a) **Easements, covenants or other similar restrictions**

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

Not Applicable.

(b) **Road access**

There is NO access to the property by road.

(c) **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the Building Act 1993.

(d) **Planning Scheme**

Attached is a certificate with the required specified information.

NOTICES

(a) **Notices, orders, declarations, reports or recommendations**

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

Not Applicable.

(b) **Agricultural chemicals**

Particulars of any 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 are as follows:

Not Applicable.

(c) **Compulsory acquisition**

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

Not Applicable.

BUILDING PERMITS

Required only where there is a residence on the land.

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years:

Not Applicable.

OWNERS CORPORATION

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

Not Applicable.

GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

Not Applicable.

SERVICES

The following services 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"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

TITLE

Attached are copies of the following documents:

(a) **Registered Title**

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

SUBDIVISION

(a) **Unregistered subdivision**

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

Not Applicable.

(b) **Staged subdivision**

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

Not Applicable.

(c) **Further plan of subdivision**

This section 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.

DISCLOSURE OF ENERGY INFORMATION

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

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

Not Applicable.

DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Due Diligence Checklist attached

ATTACHMENTS

Any certificates, documents and other attachments may be annexed to this section.

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

--

INFORMATION ONLY

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, 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.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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.

For more information, visit the [Commercial and industrial noise page](#) on the [Environment Protection Authority website](#) and the [Odour page](#) on the [Environment Protection Authority website](#).

Buying into 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.

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page](#) on the [Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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.

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)

- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal](#) on the [Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page](#) on the [Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle. For information about what impacts you should expect and how to manage them, visit the [New landholders section](#) on the [Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page](#) on the [Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section](#) on the [Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- 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? For more information, visit the [Forestry & land use page](#) on the [Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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.

For more information, visit the:

- [GeoVic page](#) on the [Department of Economic Development, Jobs, Transport and Resources website](#)

- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website.](#)

Soil and groundwater contamination

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.

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website.](#)

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website.](#)

Land boundaries

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.

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website.](#)

Planning controls affecting 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.

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.

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website.](#)

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Safety

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.

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website.](#)

Building permits

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.

For more information about building regulation, visit our [Building and renovating section.](#)

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website.](#)

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website.](#)

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.

For help choosing an energy retailer, visit the [Victorian Energy Compare website.](#)

For more information, visit the [Choosing a retailer page on the Your Choice website.](#)

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website.](#)

For information on the National Broadband Network (NBN) visit the [NBN Co website.](#)

Buyers' rights

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.

For more information, view our [Buying property section.](#)

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website.](#)

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

Page 1 of 1

VOLUME 08209 FOLIO 402

Security no : 124126860562N
Produced 05/08/2025 08:10 PM

LAND DESCRIPTION

Lot 132 on Plan of Subdivision 013050.
PARENT TITLE Volume 08193 Folio 933
Created by instrument A572016 23/07/1958

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MANOJA JOSYULA of 22 DUNSCOMBE AVENUE GLEN WAVERLEY VIC 3150
AN285782M 17/11/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN285783K 17/11/2016
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE LP013050 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: 28 HURTLE STREET LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER
Effective from 17/11/2016

DOCUMENT END

PLAN OF SUBDIVISION
PART OF CROWN SECTION 25
 AT THOMASTOWN
PARISH OF KEELBUNDORA
 COUNTY OF BOURKE

LP 13050
EDITION 4
 PLAN MAY BE LODGED 29-929

4 SHEETS
SHEET 1

Measurements are in Feet & Inches
 Conversion Factor
FEET X 0.3048 = METRES
 VOL. 5507 FOL. 362

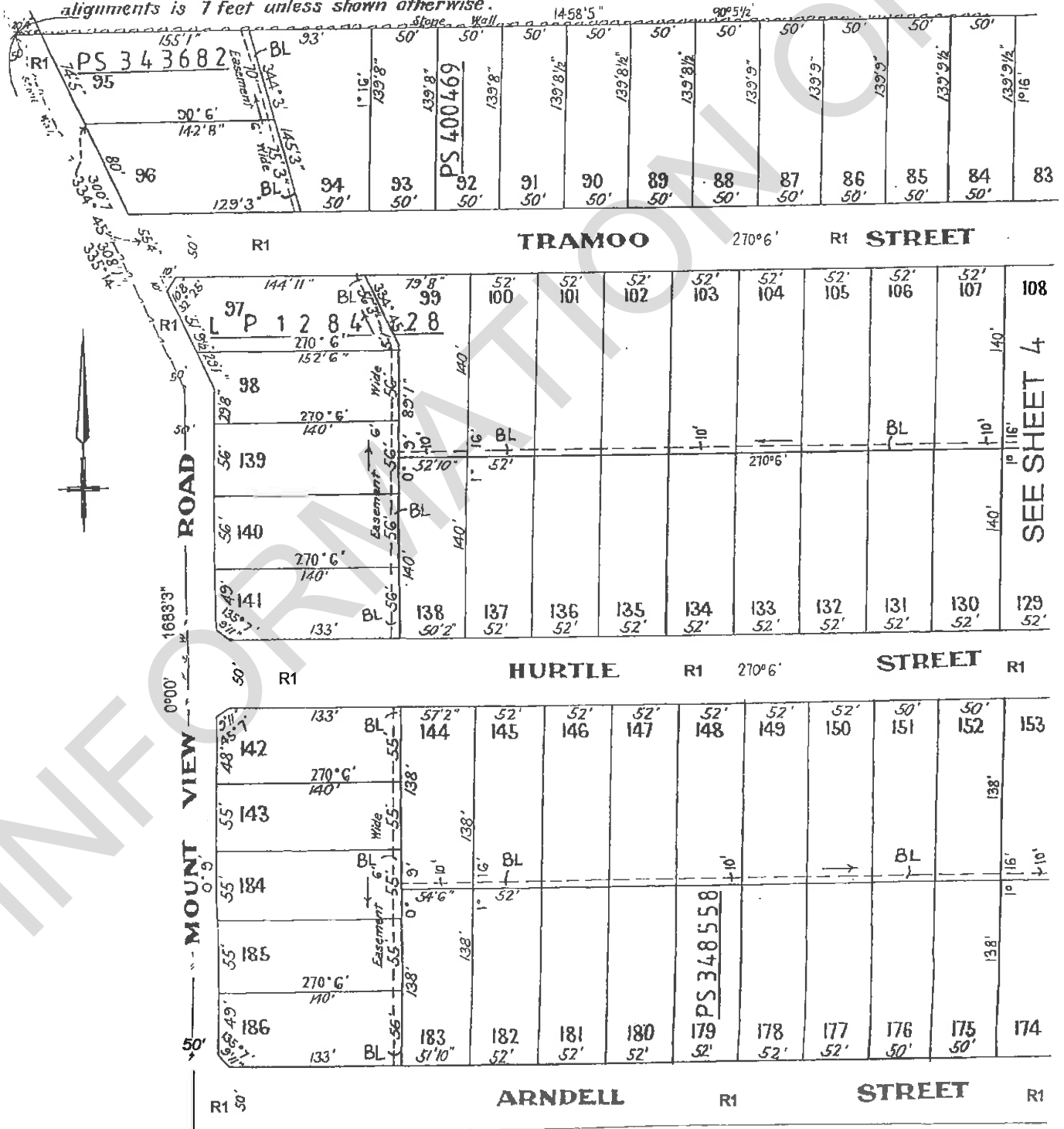
APPROPRIATIONS
 THE LAND COLOURED BROWN
 IS APPROPRIATED OR SET
 APART FOR ROADS

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

COLOUR CODE
 B=BLUE G=GREEN
 R1=RED P=PURPLE
 Y=YELLOW R=RED
 H-HATCH C=CROSS HATCH

STREET NAME AMENDED
 FROM EPPING ROAD
 TO HIGH STREET
 VIDE GAZ. 1962 P. 3207

NOTE.
 The distance from the splayed corners to the intersection of the street
 alignments is 7 feet unless shown otherwise.



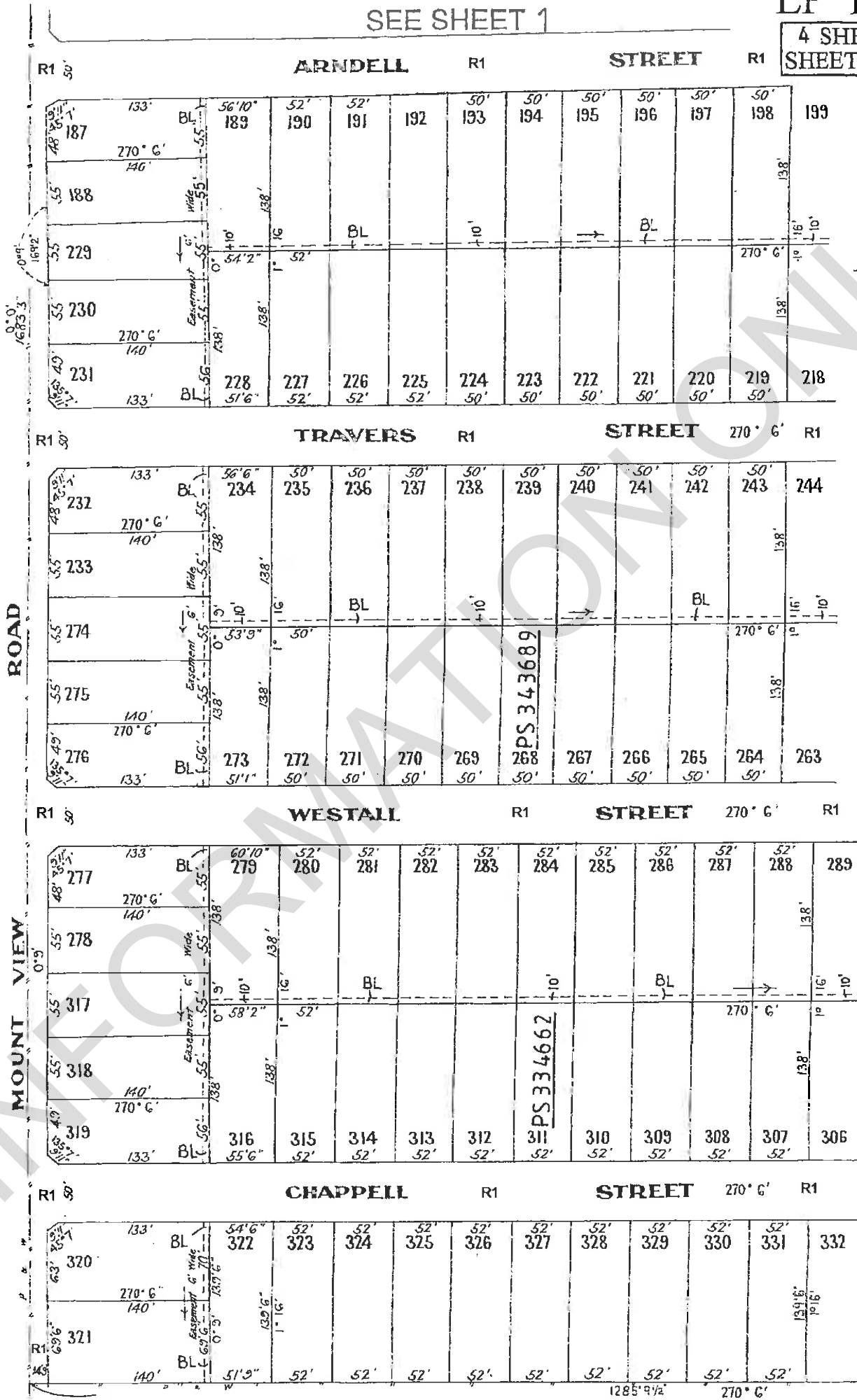
SEE SHEET 4

SEE SHEET 2

LP 13050

SEE SHEET 1

4 SHEETS
SHEET 2



SEE SHEET 3

1285° 1/2' 270° 6'

SEE SHEET 4

LP 13050

4 SHEETS
SHEET 3

270' 6" R1 ARNDELL STREET R1

198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	
50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'
				BL						BL							BL					
138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'
10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'
23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'
42'	41'	40'	39'	38'	37'	36'	35'	34'	33'	32'	31'	30'	29'	28'	27'	26'	25'	24'	23'	22'	21'	20'

R1 TRAVERS STREET R1

243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	
50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'	50'
				BL						BL							BL					
138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'
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23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'
30'	29'	28'	27'	26'	25'	24'	23'	22'	21'	20'	19'	18'	17'	16'	15'	14'	13'	12'	11'	10'	9'	8'

R1 WESTALL STREET R1

288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307
52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 21"	55' 21"	52'	52'	52'	52'	52'	52'	52'	52'	52'
							BL					BL					BL		
138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'	138'
10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'	10'
23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'	23'
18'	17'	16'	15'	14'	13'	12'	11'	10'	9'	8'	7'	6'	5'	4'	3'	2'	1'		

R1 CHAPPELL STREET R1

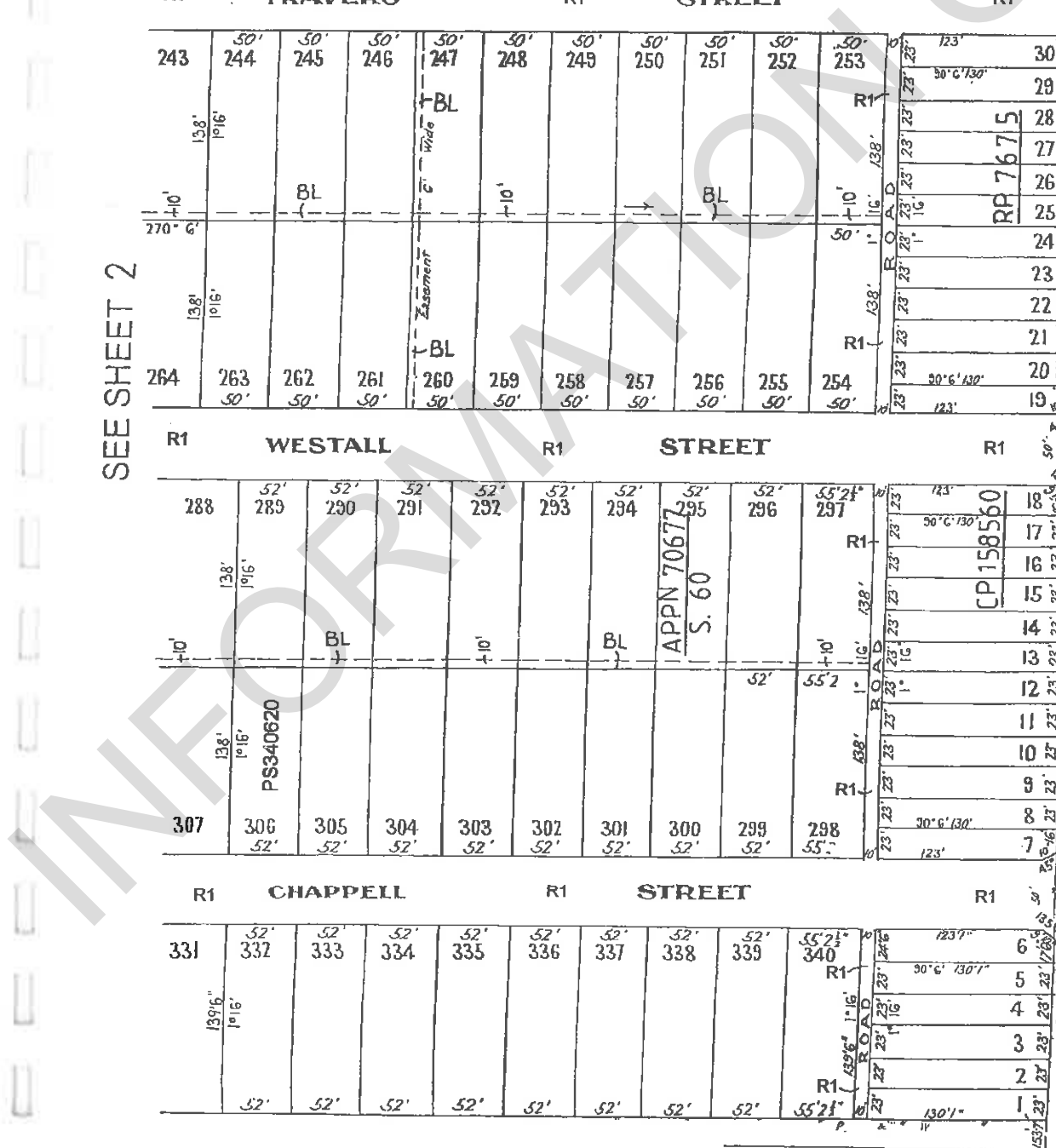
331	332	333	334	335	336	337	338	339	340
52'	52'	52'	52'	52'	52'	52'	52'	52'	55' 21"
									BL
139' 6"	139' 6"	139' 6"	139' 6"	139' 6"	139' 6"	139' 6"	139' 6"	139' 6"	139' 6"
10'	10'	10'	10'	10'	10'	10'	10'	10'	10'
23'	23'	23'	23'	23'	23'	23'	23'	23'	23'
6'	5'	4'	3'	2'	1'				

PLEASANT ROAD

STREET

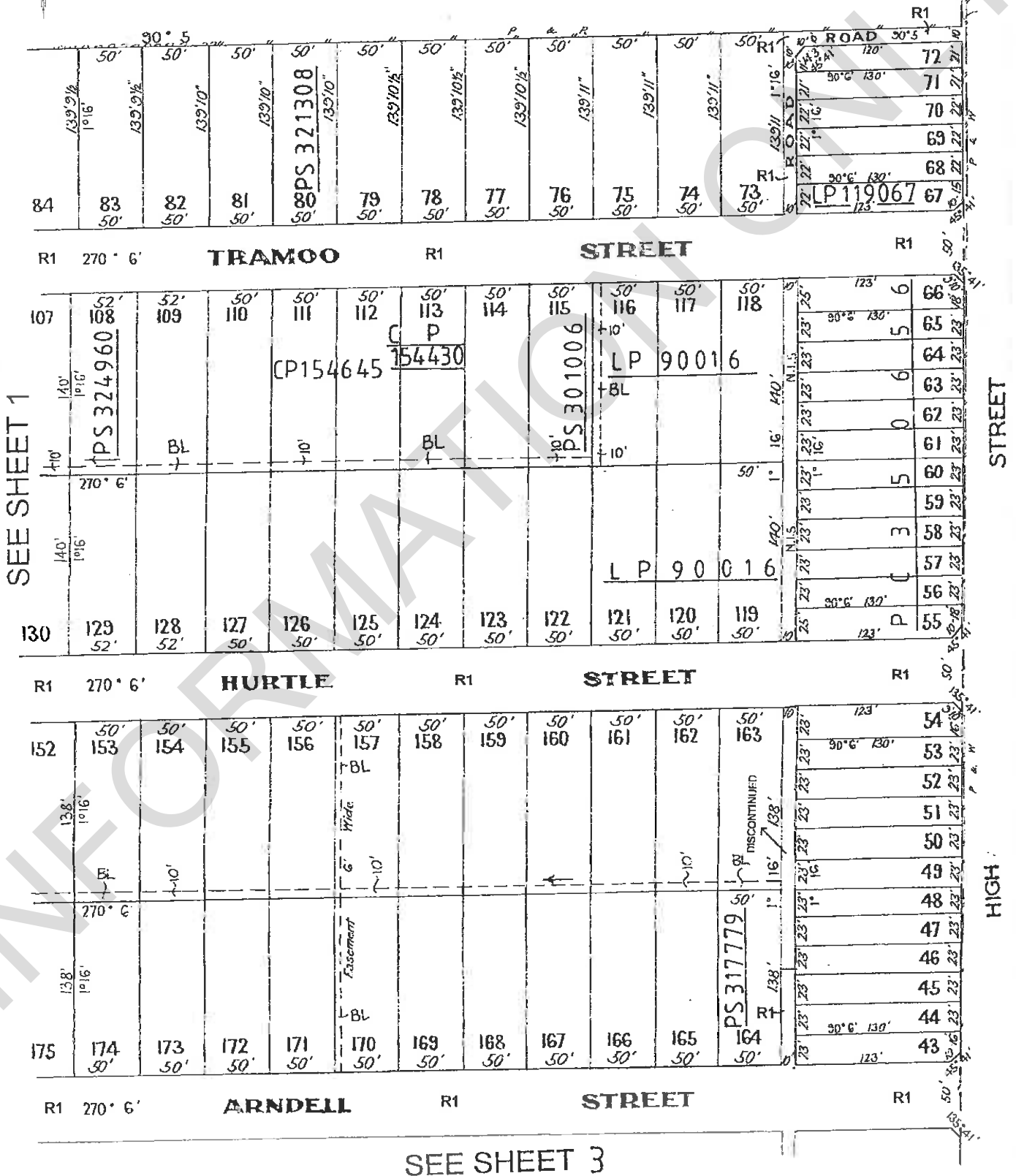


SEE SHEET 2



LP 13050

4 SHEETS
SHEET 4





M Josyula
22 Dunscombe Avenue
GLEN WAVERLEY VIC 3150

027
R0_211000

Assessment number: **0292128**

To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 9E9705C55L

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

Instalment 1

\$589.86

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 **\$587.00**

Due By 30/11/2024

Instalment 3 **\$587.00**

Due By 28/02/2025

Instalment 4 **\$587.00**

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 **\$2,350.86**

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 28 Hurtle Street LALOR VIC 3075

LOT 132 LP 13050

Owner: Josyula Manoja

Ward : Lalor

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$480,000	\$650,000	\$32,500

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

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 32,500 x 0.04683579	\$1,522.16
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70
Additional 120L Garbage (Res/Rural) \$315.10 each	\$315.10

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 650,000 x 0.00008700	\$56.55
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total \$2,350.86

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



Biller Code: 5157
Ref: 0292128

BPAY this payment via internet or phone banking

FlexiPay

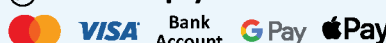


Set up your flexible payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 2921285

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 2921285



*350 2921285

Payment – instalments/lump sum

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

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

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

Payment plans

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

Financial hardship

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

Interest on late payments

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

Allocation of payments

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

Rate capping

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

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

Date rates declared

21 May 2024

Fire Services Property Levy

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

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

Pension rebate

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

Farm land and single farming enterprise

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

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

Objection to the valuation

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

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

Objection to a rate or charge

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

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

Change of name/address

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

Waste vouchers

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

Privacy statement

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

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,522.16
Farm*	0.02810147	\$913.30

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



**City of
Whittlesea**

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

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

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

📧 Locked Bag 1, Bundoora MDC VIC 3083

✉ info@whittlesea.vic.gov.au

🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

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

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

Your quarterly bill

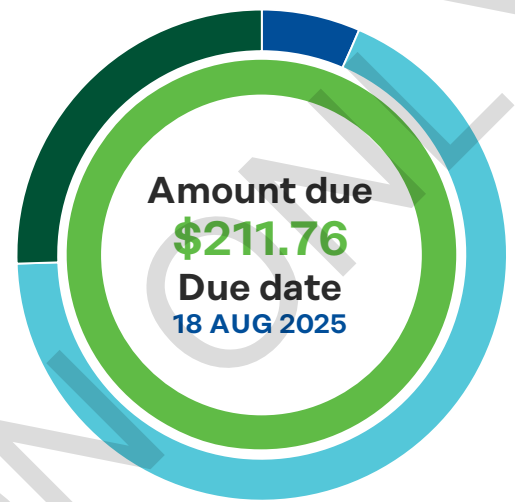


Emailed to: p_josyula@outlook.com
MS M JOSYULA
22 DUNSCOMBE AVE
GLEN WAVERLEY VIC 3150

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	01 1141 2072
Invoice number	0114 6190 08722
Issue date	28 Jul 2025
Property address	28 HURTLE ST LALOR
Property reference	1224589, LP 13050
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

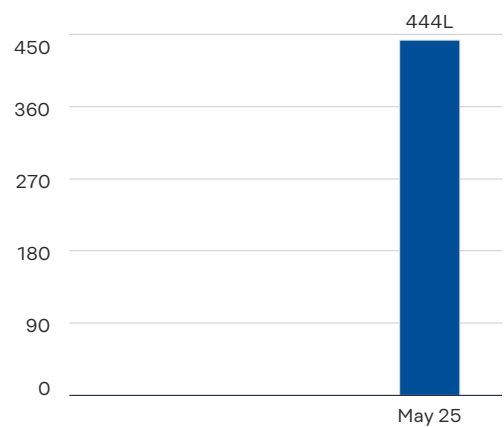
Previous bill	\$191.01
Payment received thank you	-\$191.01
Balance carried forward	\$0.00
This bill	
Usage charges	\$13.78
Service charges	
Water supply system	\$21.26
Sewerage system	\$122.58
Other authority charges	
Waterways and drainage	\$31.51
Parks	\$22.63
Total this bill (GST does not apply)	\$211.76
Total balance	\$211.76



- Usage charges
- Service charges
- Other authority charges

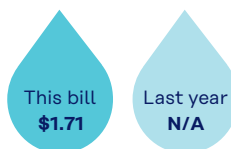
Your household's daily water use

Target 150L of water use per person, per day.



Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **111420926**



BPAY®

Bill code: **344366**
Ref: **011 1412 0726**



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **0114 6190 08722**



Credit Card

Online: yvwm.com.au/paying
Phone: **1300 362 332**



*3042 011461900872 2

MS M JOSYULA

Account number	01 1141 2072
Invoice number	0114 6190 08722
Total due	\$211.76
Due date	18 Aug 2025
Amount paid	\$

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
MAF168660	6,983kL -	6,979kL =	4kL
From 1 May 2025 - 7 May 2025			(6 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	3.960kL x	\$3.4342 =	\$13.60
STEP 2 (441-880 litres per day)	0.040kL x	\$4.5059 =	\$0.18
Total	4.000kL		\$13.78
Total usage charges			\$13.78

Your charges explained

→ Water and sewer usage charge

1 May 2025 - 7 May 2025

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

→ Water supply system charge

1 July 2025 - 30 September 2025

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

→ Sewerage system charge

1 July 2025 - 30 September 2025

A fixed cost for running, maintaining, and repairing the sewerage system.

→ Other authority charges

Waterways and drainage charge

1 July 2025 - 30 September 2025

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc

→ Parks charge

1 July 2025 - 30 September 2025

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvwm.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvwm.com.au/concession.

Contact us

📞 Enquiries	1300 304 688	For language assistance	
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
✉️ enquiry@yvwm.com.au		廣東話	1300 921 362
🌐 yvwm.com.au		Ελληνικά	1300 931 364
📞 TTY Voice Calls	133 677	普通话	1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on	03 9046 4173

📅 Next meter reading:

Between 28 Oct-4 Nov 2025

Our performance

We're committed to delivering on the outcomes you told us you value and expect.

🔗 Learn more at yvwm.com.au/performance

Pricing update

Our prices are changing. From 1 July 2025, bills will increase by 3.2%, which is around \$9 more on a typical quarterly bill.

We know every dollar counts. We're keeping the increase as low as possible, while continuing to deliver reliable services and invest in improvements for you and your community.

🔗 Learn more at yvwm.com.au/prices



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

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

Harcourts
Rata & Co

Residential Rental Agreement

for

28 Hurtle Street, Lalor VIC 3075

This agreement is between **Manoja Josyula**
and **Dhruti Patel, Kinjalben Patel, Akshat Patel.**

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Fri 09/05/2025

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

2. Premises let by the rental provider

Address of premises

28 Hurtle Street, Lalor VIC

Postcode 3075

3. Rental provider details

Full name or company name of rental provider

Manoja Josyula

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

sune.geldenhuis@rataandco.com.au

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement

Start date

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

End date

Periodic agreement (monthly)

Start date

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

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

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

Date first rent payment due

7. Bond

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

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

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

Rental bond amount(\$)

Date bond payment due

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BPAY REF: to be confirmed..

9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

(Rental provider to tick as appropriate)

Yes No Sune Geldenhuys: sune.geldenhuys@rataandco.com.au

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

(Renter to tick as appropriate)

Renter 1 Yes No Dhruti Patel: xxxxx@xxxxx.com

Renter 2 Yes No Kinjalben Patel: xxxxx@xxxxx.com

Renter 3 Yes No Akshat Patel: xxxxx@xxxxx.com

Renter 4 Yes No

10. Urgent repairs

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

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

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

Emergency contact name

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

INFORMATION ONLY

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

INFORMATION ONLY

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

Currently in progress, works done through Harcourts

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

Waiting for the compliance reports

Asbestos

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

Yes No

Comments

-

Building/Planning Permit

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

Yes No

Comments

-

Building Work Dispute

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

Yes No

Comments

-

OC Dispute

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

Yes No

Comments

-

Building Defects/Safety Concerns

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

Yes No

Comments

-

Heritage Register

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

Yes No

Comments

-

Minimum Standards

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

Yes No

Comments

-

Right To Let the Premises

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

Yes No

Comments

-

Mortgagee Possession

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

Yes No

Comments

-

Renter Acknowledgement

1. Akshat Patel viewed and acknowledged at Wed, 07/05/2025 23:53
2. Dhruti Patel viewed and acknowledged at Wed, 07/05/2025 23:35
3. Kinjalben Patel viewed and acknowledged at Sat, 03/05/2025 13:43

Privacy Collection Notice

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

Primary Purpose

As professional property managers, **Harcourts Rata & Co** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Harcourts Rata & Co** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

Harcourts Rata & Co also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Harcourts Rata & Co** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Harcourts Rata & Co** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

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

Disclaimer

Harcourts Rata & Co its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Harcourts Rata & Co** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

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

INFORMATION ONLY

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 : **Manoja Josyula**



Signed at Fri, 09/05/2025 16:11

Renter(s)

Renter 1: **Dhruvi Patel**



Signed at Wed, 07/05/2025 23:35

Renter 2: **Kinjalben Patel**



Signed at Wed, 07/05/2025 23:54

Renter 3: **Akshat Patel**



Signed at Wed, 07/05/2025 23:54

AUDIT TRAIL

Dhruti Patel (Renter)

- Wed, 07/05/2025 23:32 - Dhruti Patel clicked 'start' button to view the Residential Rental Agreement
- Wed, 07/05/2025 23:35 - Dhruti Patel stamped saved signature the Residential Rental Agreement
- Wed, 07/05/2025 23:35 - Dhruti Patel submitted the Residential Rental Agreement

Kinjalben Patel (Renter)

- Fri, 02/05/2025 22:49 - Kinjalben Patel clicked 'start' button to view the Residential Rental Agreement
- Sat, 03/05/2025 13:42 - Kinjalben Patel clicked 'start' button to view the Residential Rental Agreement
- Wed, 07/05/2025 23:49 - Kinjalben Patel clicked 'start' button to view the Residential Rental Agreement
- Wed, 07/05/2025 23:54 - Kinjalben Patel stamped saved signature the Residential Rental Agreement
- Wed, 07/05/2025 23:54 - Kinjalben Patel submitted the Residential Rental Agreement

Akshat Patel (Renter)

- Fri, 02/05/2025 22:49 - Akshat Patel clicked 'start' button to view the Residential Rental Agreement
- Wed, 07/05/2025 23:46 - Akshat Patel clicked 'start' button to view the Residential Rental Agreement
- Wed, 07/05/2025 23:54 - Akshat Patel stamped saved signature the Residential Rental Agreement
- Wed, 07/05/2025 23:54 - Akshat Patel submitted the Residential Rental Agreement

Manoja Josyula (Rental Provider)

- Thu, 08/05/2025 07:03 - Manoja Josyula clicked 'start' button to view the Residential Rental Agreement
- Fri, 09/05/2025 16:02 - Manoja Josyula clicked 'start' button to view the Residential Rental Agreement
- Fri, 09/05/2025 16:11 - Manoja Josyula clicked 'start' button to view the Residential Rental Agreement
- Fri, 09/05/2025 16:11 - Manoja Josyula stamped saved signature the Residential Rental Agreement
- Fri, 09/05/2025 16:12 - Manoja Josyula submitted the Residential Rental Agreement

AGREEMENT END

From www.planning.vic.gov.au at 29 September 2022 10:07 AM

PROPERTY DETAILS

Address: **28 HURTLE STREET LALOR 3075**
Lot and Plan Number: **Lot 132 LP13050**
Standard Parcel Identifier (SPI): **132\LP13050**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **292128**
Directory Reference: **Melway 8 J5**

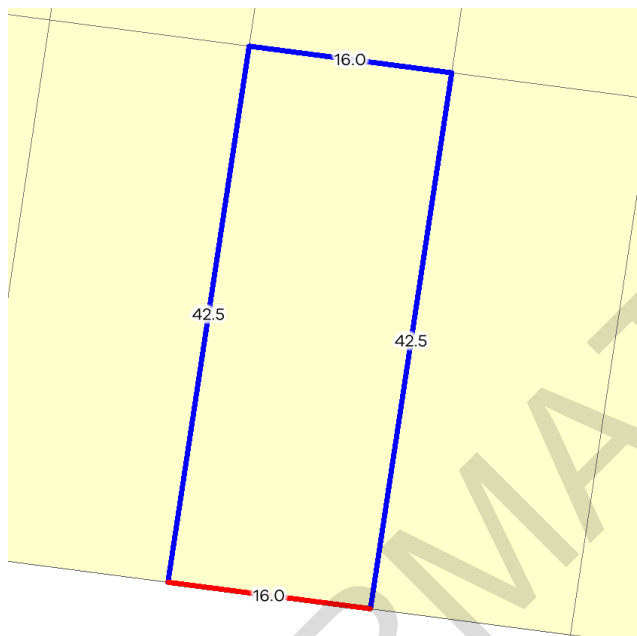
www.whittlesea.vic.gov.au

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

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>

SITE DIMENSIONS

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



Area: 679 sq. m

Perimeter: 117 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)

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

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

[\(DCPO3\)](#)

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning scheme data last updated on 20 September 2022.

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>

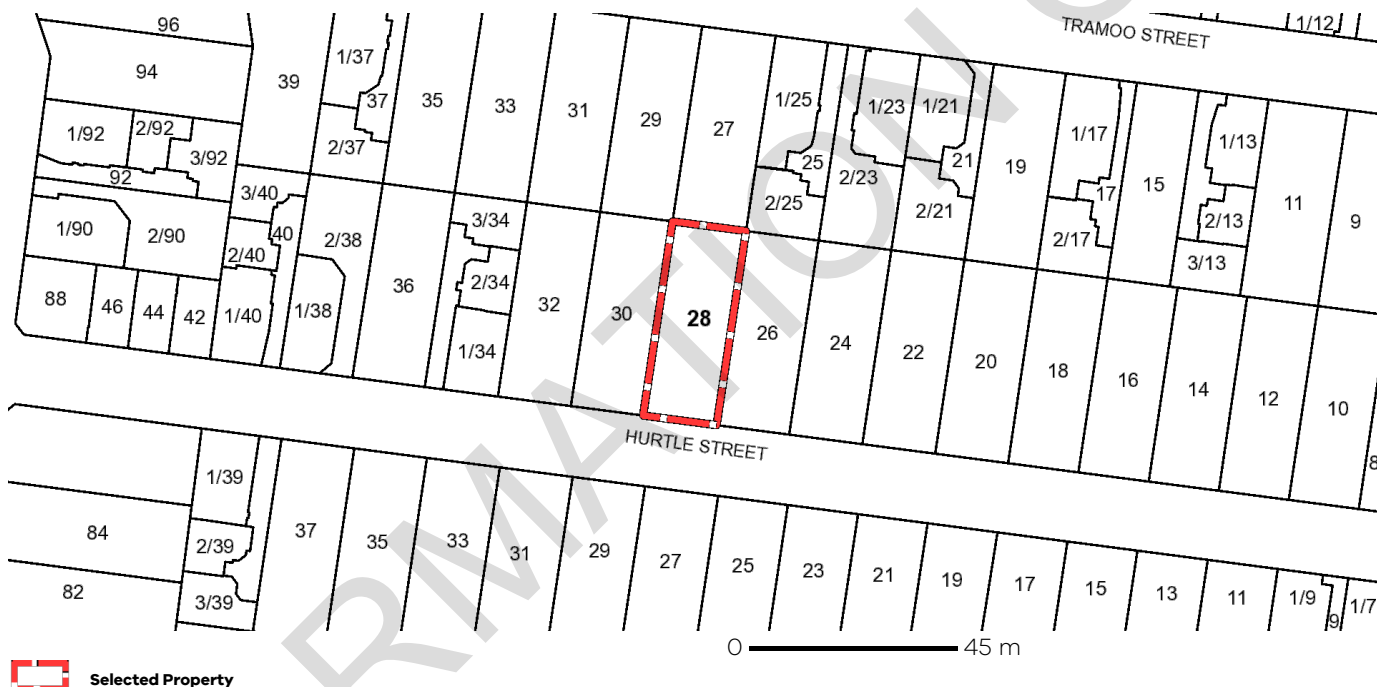
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates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

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

Area Map



Selected Property

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From www.planning.vic.gov.au at 29 September 2022 10:08 AM

PROPERTY DETAILS

Address: **28 HURTLER STREET LALOR 3075**
 Lot and Plan Number: **Lot 132 LP13050**
 Standard Parcel Identifier (SPI): **132\LP13050**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **292128**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 8 J5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

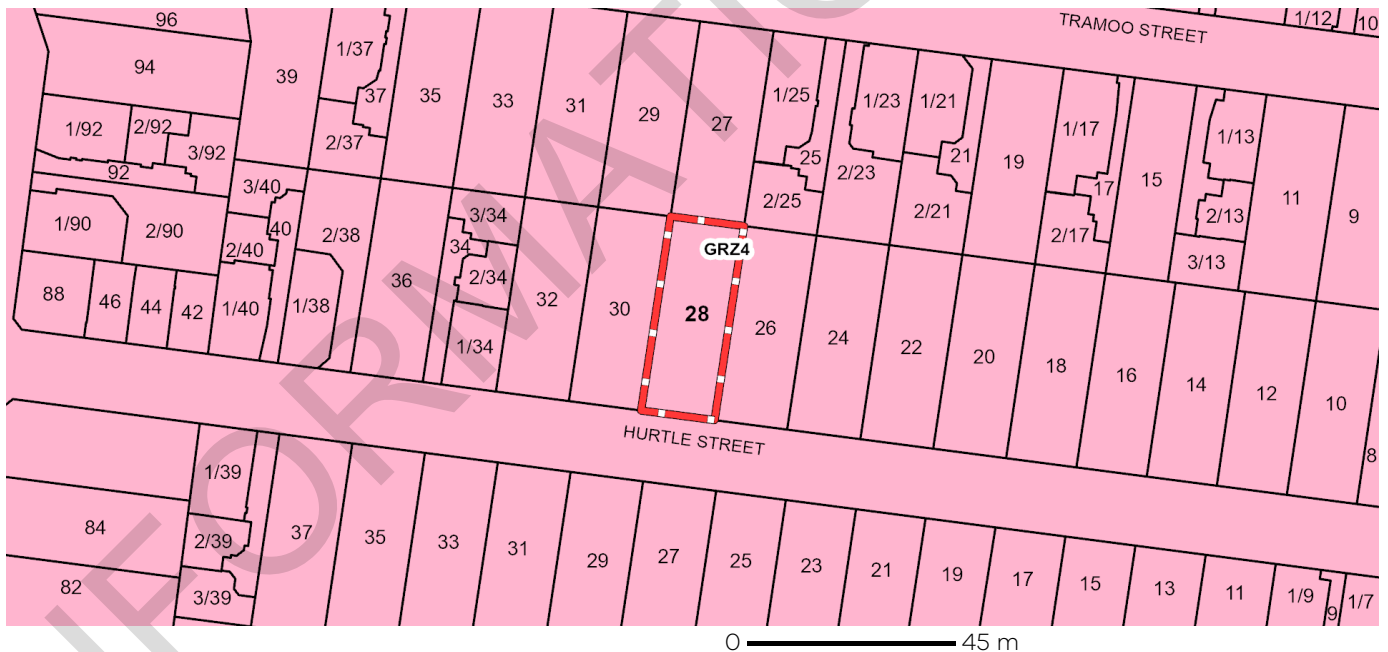
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



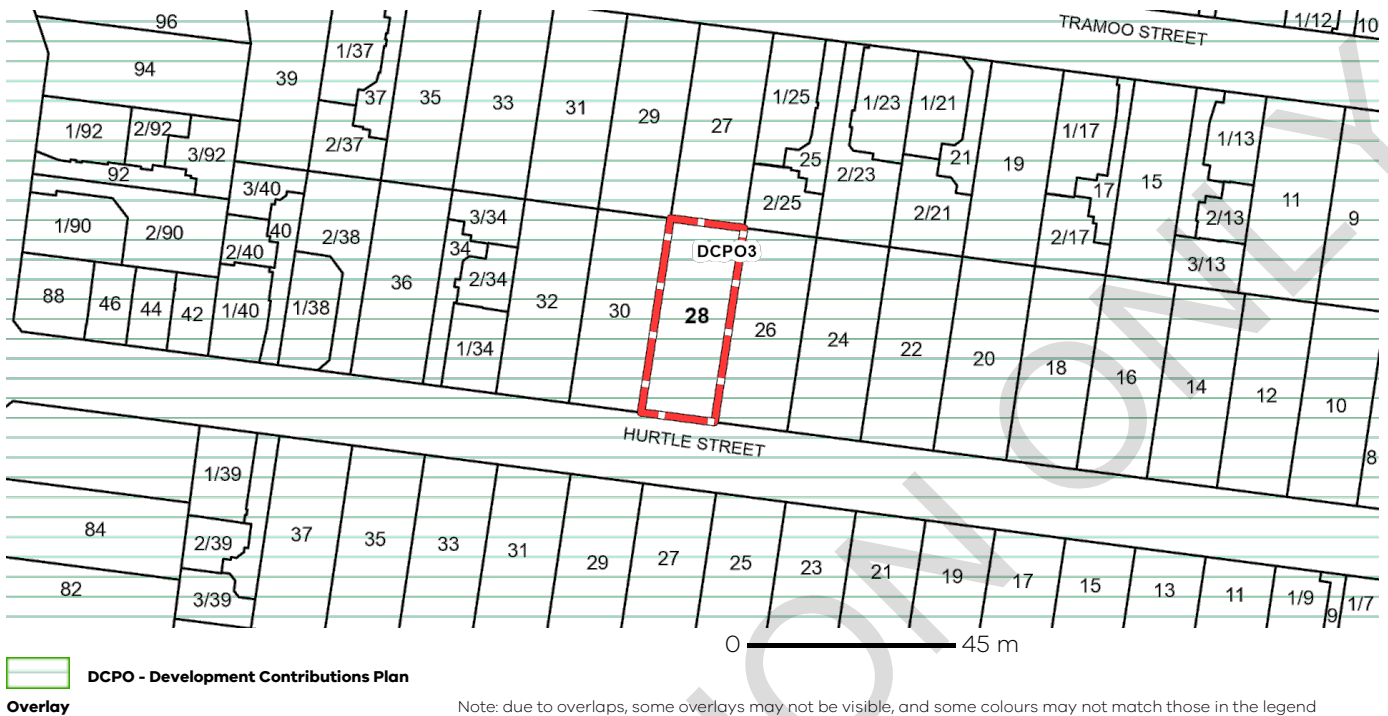
GRZ - General Residential

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

Planning Overlay

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

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



Further Planning Information

Planning scheme data last updated on 20 September 2022.

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>

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

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

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

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

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

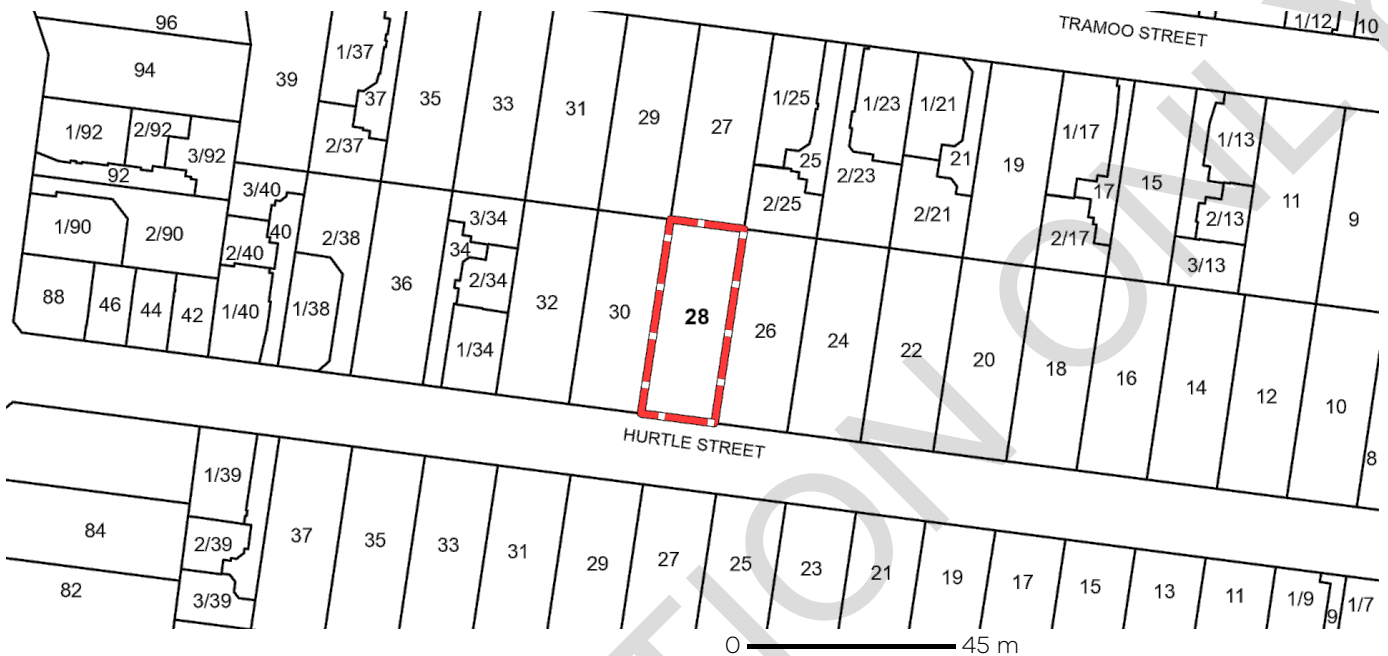
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

DATED

2022

MANOJA JOSYULA

to

CONTRACT OF SALE OF REAL ESTATE

Property: 28 HURTLE STREET, Lalor, Victoria 3075

NR Conveyancing

PO Box 102
Holmesglen VIC 3148
Tel: 0411 098 418
Fax: 039806 3200

Ref:JM:Josyula-474