

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 29 PATTERDALE STREET TARNEIT VIC 3029

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the 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 the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/...../20.....

Print name of person signing ELFRIDA VANESSA OEY and HENDERSON LIM

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on 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.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

XYNERGY REALTY – ALTONA
114-116 QUEENS STREET ALTONA VIC 3018

Tel: 0414 241 168 Fax: Ref: ENDRU YAO Email: endru@xynergy.com.au

VENDOR

ELFRIDA VANESSA OEY and HENDERSON LIM

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-26/39776 Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12226/470	1522	PS 820473G

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
29 Patterdale Street Tarneit Vic 3029

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

PAYMENT

Price	\$		
Deposit	\$		by
Balance	<u>\$</u>		(of which \$
			payable at settlement
			has been paid)

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 5.1)

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

SUBJECT TO LEASE

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

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

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. GC 23 – special condition

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

10. GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

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

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

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

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

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

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

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late

payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of
 and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	ELFRIDA VANESSA OEY and HENDERSON LIM
----------------	---------------------------------------

Property:	29 PATERDALE STREET TARNEIT VIC 3029
------------------	--------------------------------------

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-26/39776

SECTION 32 STATEMENT
29 PATTERDALE STREET TARNEIT VIC 3029

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
 - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
 - See attached certificate

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

Is contained in the attached Certificate/s.

32C LAND USE

- (a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

- (b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
29 PATTERDALE STREET TARNEIT VIC 3029

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: WYNDHAM PLANNING SCHEME
Responsible Authority: WYNDHAM CITY COUNCIL
Zoning: UGZ - Urban Growth Zone
Planning Overlay/s: See attached reports

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
29 PATTERDALE STREET TARNEIT VIC 3029

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
29 PATTERDALE STREET TARNEIT VIC 3029

DATE OF THIS STATEMENT

[] / [] /20 []

Name of the Vendor

ELFRIDA VANESSA OEY and HENDERSON LIM

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

[] / [] /20 []

Name of the Purchaser

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
 Yes / **No**. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
 Yes / **No**. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
 Yes / **No**. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
 Yes / **No**. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
 Yes / **No**. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
 Yes / **No**. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
 Yes / **No**. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - o use for the manufacture of substances such as methylamphetamine, or
 - o a defence or fire brigade training site involving the use of hazardous materials. **Yes** / **No**. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
 Yes / **No**. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
 Yes / **No**. If Yes, please specify:

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12226 FOLIO 470

Security no : 124132172162K
Produced 16/02/2026 10:00 AM

LAND DESCRIPTION

Lot 1522 on Plan of Subdivision 820473G.
PARENT TITLE Volume 12195 Folio 459
Created by instrument PS820473G 15/06/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ELFRIDA VANESSA OEY
HENDERSON LIM both of PERUMAHAN DE PARK CAJUPUTI BLOK AA9 7 BUMI SERPONG
DAMAI TANGERANG INDONESIA
AT521748X 17/08/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT521749V 17/08/2020
HSBC BANK AUSTRALIA LTD

COVENANT PS820473G 15/06/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987
AN589268H 23/02/2017

DIAGRAM LOCATION

SEE PS820473G 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: 29 PATTERNDALE STREET TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 17/08/2020

DOCUMENT END



Imaged Document Cover Sheet


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Document Type	Plan
Document Identification	PS820473G
Number of Pages (excluding this cover sheet)	10
Document Assembled	16/02/2026 10:02

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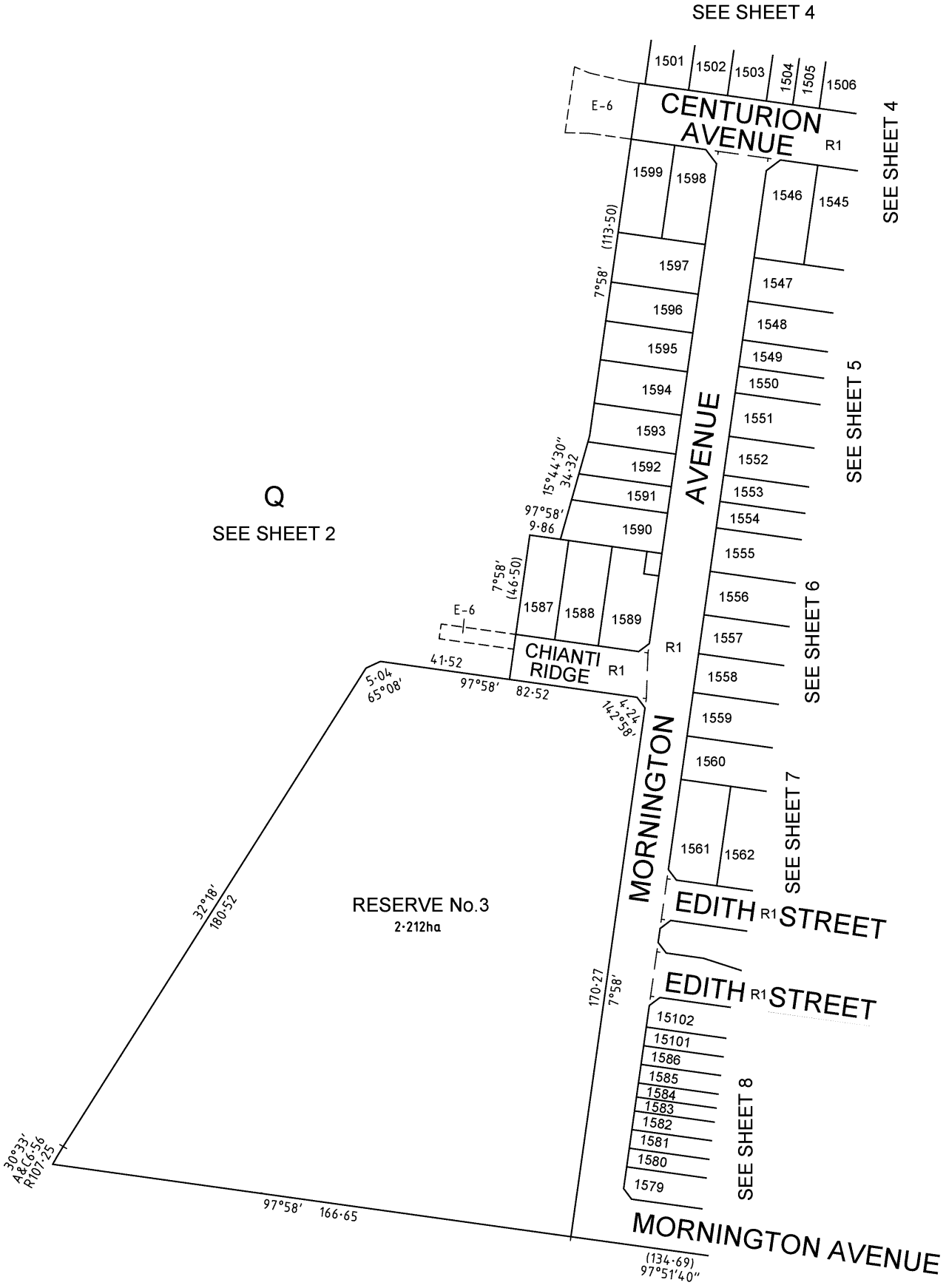
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PLAN OF SUBDIVISION			LUV USE ONLY EDITION 2	PLAN NUMBER PS820473G
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: TARNEIT</p> <p>TOWNSHIP: -</p> <p>SECTION: 8</p> <p>CROWN ALLOTMENT: A1 (PART)</p> <p>CROWN PORTION: -</p> <p>TITLE REFERENCES: Vol.12195 Fol.459</p> <p>LAST PLAN REFERENCE/S: PS820463K (LOT P)</p> <p>POSTAL ADDRESS: 1071 SAYERS ROAD (At time of subdivision) TARNEIT, 3029</p> <p>MGA94 Co-ordinates E 292 420 (of approx centre of N 5 808 460 land in plan) ZONE 55</p>			<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS4701/18 Planning Permit Reference: WYP10107/17 SPEAR Reference Number: S124883T</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 09/05/2019</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Caitlin Anne Spratling for Wyndham City Council on 11/06/2020</p> <p>Statement of Compliance issued: 11/06/2020</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<p>LOTS 1 TO 1500 (BOTH INCLUSIVE) AND 1600 TO 15099 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS SEE SHEET 9 FOR FURTHER DETAILS.</p> <p>OTHER PURPOSE OF THE PLAN:</p> <p>REMOVAL OF DRAINAGE EASEMENT E-1 ON PS820463K AS AFFECTS CENTURION AVENUE ON THIS PLAN.</p> <p>REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-4 ON PS820463K AS AFFECTS EDITH STREET, ATTICA LANE AND MORNINGTON AVENUE ON THIS PLAN.</p> <p>REMOVAL OF WATER SUPPLY (THROUGH UNDERGROUND PIPES) EASEMENT E-5 ON PS820463K AS AFFECTS EDITH STREET ON THIS PLAN.</p> <p>GROUND FOR REMOVAL: BY AGREEMENT BETWEEN ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6 (1)(k)(iv) OF THE SUBDIVISION ACT 1988.</p>	
ROAD R1	WYNDHAM CITY COUNCIL			
RESERVE No.1	POWERCOR AUSTRALIA LTD.			
RESERVE No.2	WYNDHAM CITY COUNCIL			
RESERVE No.3	WYNDHAM CITY COUNCIL			
NOTATIONS				
<p>DEPTH LIMITATION 15-24m METRES BELOW THE SURFACE</p> <p>STAGING This is/is not a staged subdivision. Planning permit No.</p> <p>SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM17 (WERRIBEE), PM18, PM134, PM217, PM760 (TARNEIT)</p> <p>PROCLAIMED SURVEY AREA:</p> <p style="text-align: center;">NEWGATE 15 7.758ha</p>				
102 LOTS				
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO LOTS 1579 TO 1586 (BOTH INCLUSIVE), 15101 AND 15102 ON THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN SEE PLAN SEE PLAN	PS820463K PS820463K PS820463K	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION CITY WEST WATER CORPORATION
E-2	SEWERAGE	SEE PLAN	PS817174L	CITY WEST WATER CORPORATION
E-3	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION
E-5	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER CORPORATION
E-6	DRAINAGE SEWERAGE WATER SUPPLY (THROUGH UNDERGROUND PIPES)	SEE PLAN SEE PLAN SEE PLAN	THIS PLAN THIS PLAN THIS PLAN	WYNDHAM CITY COUNCIL CITY WEST WATER CORPORATION CITY WEST WATER CORPORATION
 <p>2070S-15 VER H.DWG JO/BD</p>		<p>SURVEYOR REF: 2070s-15</p> <p>Digitally signed by: Gabrielle McCarthy, Licensed Surveyor, Surveyor's Plan Version (H), 01/06/2020, SPEAR Ref: S124883T</p>		<p>ORIGINAL SHEET SIZE: A3</p> <p>PLAN REGISTERED TIME: 4:38 PM DATE: 15/06/2020</p>
		<p>SHEET 1 OF 9</p> <p>K. LIEW Assistant Registrar of Titles</p>		
<p>Member of the Surbana Jurong Group</p>				

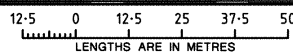
PLAN OF SUBDIVISION

PLAN NUMBER
PS820473G



2070s-15 VER H.DWG JO/BD

SCALE
1:1250



ORIGINAL SHEET
SIZE: A3

SHEET 3

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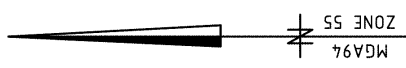
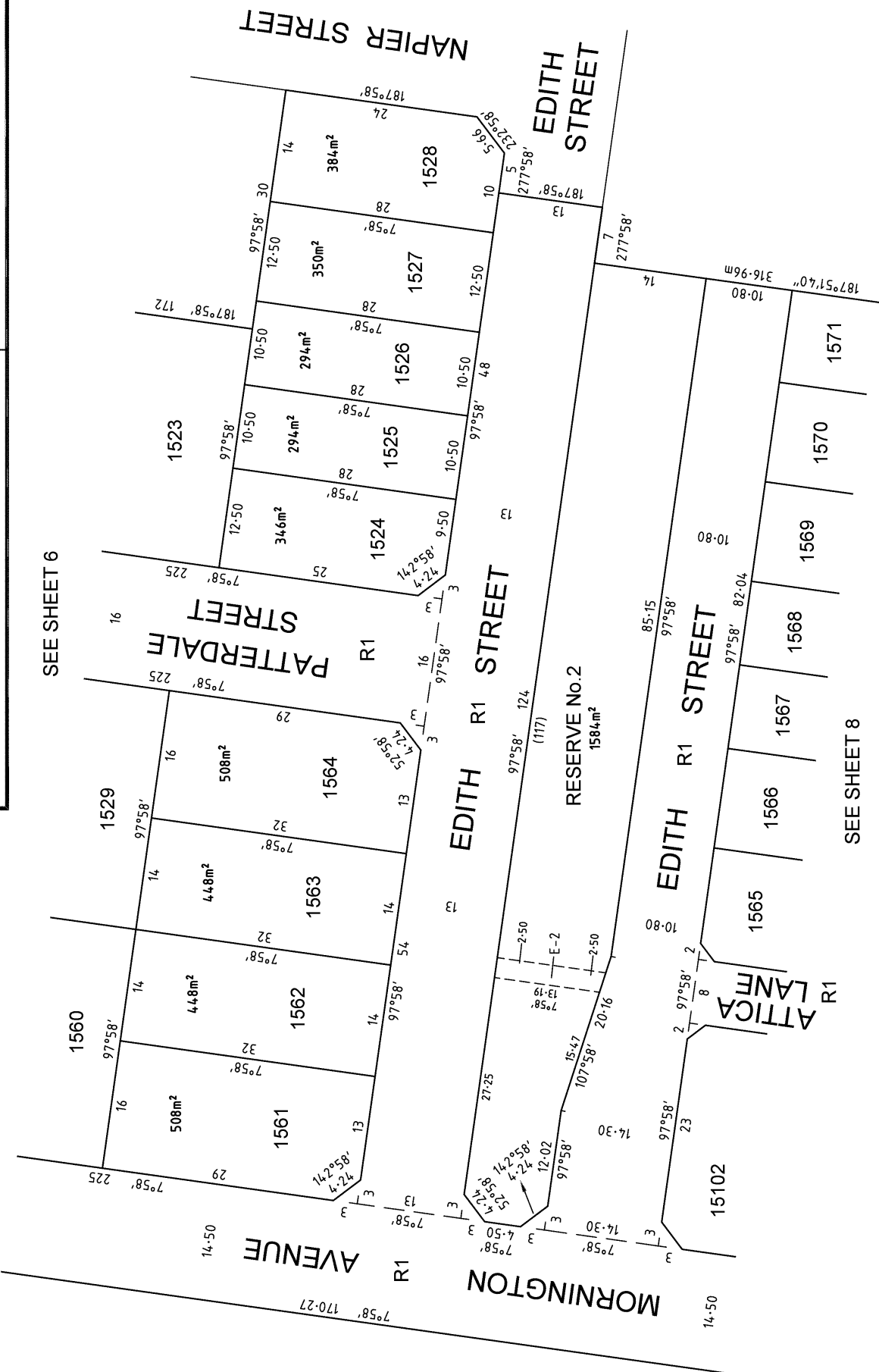
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Melbourne Survey T 9869 0813

REF 2070s-15

PLAN OF SUBDIVISION

PLAN NUMBER
PS820473G



RESERVE No.3
SEE SHEET 3

SEE SHEET 8

SMEC
Melbourne Survey T 9869 0813 REF 2070s-15

2070s-15 VER H:DWG J:V/BD

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01/06/2020, SPEAR Ref: S124883T

SCALE
1:500

LENGTHS ARE IN METRES

5 0 5 10 15 20

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Wyndham City Council,
11/06/2020,
SPEAR Ref: S124883T

ORIGINAL SHEET
SIZE A3

SHEET 7

PLAN OF SUBDIVISION

PLAN NUMBER
PS820473G

CREATION OF RESTRICTION A

The following Restriction is to be created upon registration of Plan of Subdivision PS820473G by way of a restrictive covenant and a restriction as defined in the Subdivision Act 1988.

Table of Land Burdened and Land Benefited:

BURDENED LOT No.	BENEFITING LOTS	BURDENED LOT No.	BENEFITING LOTS	BURDENED LOT No.	BENEFITING LOTS
1501	1502	1535	1534, 1536, 1554	1569	1568, 1570, 1573, 1574
1502	1501, 1503	1536	1535, 1537, 1553	1570	1569, 1571, 1572, 1573
1503	1502, 1504	1537	1536, 1538, 1552	1571	1570, 1572
1504	1503, 1505	1538	1537, 1539, 1551	1572	1570, 1571, 1573
1505	1504, 1506	1539	1538, 1540, 1550	1573	1569, 1570, 1572, 1574
1506	1505, 1507	1540	1539, 1541, 1549	1574	1568, 1569, 1573, 1575
1507	1506, 1508	1541	1540, 1542, 1548	1575	1567, 1568, 1574, 1576
1508	1507, 1509	1542	1541, 1543, 1544, 1547	1576	1566, 1567, 1575, 1577
1509	1508	1543	1542, 1544	1577	1565, 1566, 1576, 1578
1510	1511	1544	1542, 1543, 1545	1578	1565, 1577
1511	1510, 1512	1545	1544, 1546, 1547	1579	1580
1512	1511, 1513	1546	1545, 1547	1580	1579, 1581
1513	1512, 1514	1547	1542, 1545, 1546, 1548	1581	1580, 1582
1514	1513, 1515	1548	1541, 1547, 1549	1582	1581, 1583
1515	1514, 1516	1549	1540, 1548, 1550	1583	1582, 1584
1516	1515, 1517	1550	1539, 1549, 1551	1584	1583, 1585
1517	1516, 15100	1551	1538, 1550, 1552	1585	1584, 1586
1518	1519, 15100	1552	1537, 1551, 1553	1586	1585, 15101
1519	1518, 1520	1553	1536, 1552, 1554	1587	1588, 1590
1520	1519, 1521	1554	1535, 1553, 1555	1588	1587, 1589, 1590
1521	1520, 1522	1555	1534, 1554, 1556	1589	1588, 1590
1522	1521, 1523	1556	1533, 1555, 1557	1590	1587, 1588, 1589, 1591
1523	1522, 1524, 1525, 1526	1557	1532, 1556, 1558	1591	1590, 1592
1524	1523, 1525	1558	1531, 1557, 1559	1592	1591, 1593
1525	1523, 1524, 1526	1559	1530, 1558, 1560	1593	1592, 1594
1526	1523, 1525, 1527	1560	1529, 1559, 1561, 1562	1594	1593, 1595
1527	1526, 1528	1561	1560, 1562	1595	1594, 1596
1528	1527	1562	1560, 1561, 1563	1596	1595, 1597
1529	1530, 1560, 1563, 1564	1563	1529, 1562, 1564	1597	1596, 1598, 1599
1530	1529, 1531, 1559	1564	1529, 1563	1598	1597, 1599
1531	1530, 1532, 1558	1565	1566, 1577, 1578	1599	1597, 1598
1532	1531, 1533, 1557	1566	1565, 1567, 1576, 1577	15100	1517, 1518
1533	1532, 1534, 1556	1567	1566, 1568, 1575, 1576	15101	1586, 15102
1534	1533, 1535, 1555	1568	1567, 1569, 1574, 1575	15102	15101

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on the Plan of Subdivision must not without the consent of the Responsible Authority build or allow to be built on the lot:

Memorandum of Common Provisions (MCP)

- Any building other than a building which has been constructed and sited in accordance with the Memorandum of Common Provisions registered in Dealing No. AA5738 and which Memorandum of Common Provisions is incorporated in this plan.

Small Lot Housing Code

- Any building in the case of lots less than 300 square metres unless in accordance with the Small Lot Housing Code or unless a specific Planning Permit for the building has been obtained from Wyndham City Council.

The restrictions in paragraphs 1 and 2 shall cease to burden any lot on the Plan of Subdivision with affect from 1st January 2030.



2070S-15 VER H.DWG JO/BD

Melbourne Survey T 9869 0813

REF 2070s-15

LENGTHS ARE IN METRES

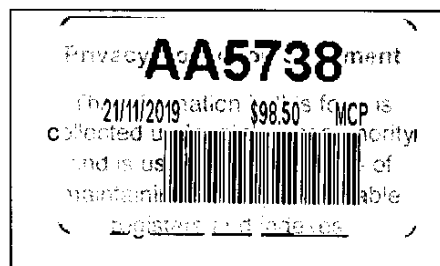
ORIGINAL SHEET
SIZE: A3

SHEET 9

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Surveyor's Plan Version (H),
01/06/2020, SPEAR Ref: S124883T

Digitally signed by:
Wyndham City Council,
11/06/2020,
SPEAR Ref: S124883T

Memorandum of common provisions Section 91A Transfer of Land Act 1958



Lodged by	
Name:	Central Legal Pty Ltd
Phone:	03 9278 8816
Address:	Level 4, 32 Power Street, Southbank, Victoria, 3006
Reference:	NG 15
Customer code:	12401M

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

PRELIMINARIES

- A. This MCP provides the information necessary to interpret the approved building envelopes.
- B. This MCP includes:
 - i Any varied design parameters from the Building Regulations.
 - ii Matters not covered by the Building Regulations.
- C. Any matter not addressed in this MCP will still need to be addressed as required by the Building Regulations.
- D. This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the Transfer of Land Act.

PROVISIONS

Any building requiring a building permit to be constructed on a lot to which this MCP applies must be sited within the approved building envelope.

This MCP will specify any encroachments allowed outside the approved building envelope.

1 TEXT OF RESTRICTIONS

1.1 Minimum street setbacks (refer regulation 409)

- 1.1.1 Setbacks of building elements (such as walls and roof coverings) from streets including laneways must comply with the setbacks specified on the building envelope plan, except for a garage which may be constructed on or within 200 millimetres of a laneway.
- 1.1.2 The following may encroach a maximum of 1.5 metres into the minimum front street setback and 1 metre into the setback on a side street or laneway.

35271702A

SMEC Ref: 2070s-15 Ver F

- 1. The provisions are to be numbered consecutively from number 1.
- 2. Further pages may be added but each page should be consecutively numbered.
- 3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 13

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

AA5738

21/11/2019 \$98.50 MCP



- a Facade treatments, balconies, verandahs, open porches, covered walkways and porticos that are less than 7 metres high.
- b Eaves, fascias and gutters.

1.2 Site coverage (refer regulation 411)

1.2.1 A dwelling must not occupy more than 70 per cent of the lot.

1.3 Side and rear setbacks (refer regulation 414)

1.3.1 Side and rear setbacks to common boundaries with an abutting lot, for building elements (such as walls and roof coverings) must comply with the requirements specified in the height and setback profiles, except for a garage which may be constructed on or within 200 millimetres of the rear boundary. The setback profile identifier codes are noted on the building envelope plans.

1.3.2 If a lot is shown with the profile identifier codes **SP-A-1** and **SP-B-1** on opposite side boundaries, the codes can be interchanged.

1.3.3 The following may encroach a maximum of 600 millimetres into the minimum side and rear setback.

- a Porches and verandas.
- b Masonry chimneys.
- c Sunblinds.
- d Screens (to the extent needed to protect a neighboring property from a direct view).
- e Flues and pipes.
- f Domestic fuel tanks and water tanks.
- g Heating and cooling equipment and other services.

1.3.4 The following may encroach into the minimum side and rear setback.

- a Landings with an area of not more than 2 square metres and less than 1 metre in height.
- b Unroofed stairways and ramps.
- c Pergolas.
- d Shade sails.
- e Eaves, fascias and gutters not more than 600 millimetres in total width.
- f Outbuildings not exceeding 10 square metres in area and 2.4 metres in height.

1.4 Walls on boundaries (refer regulation 415)

1.4.1 The height of a wall constructed on or within 200 millimetres of a side or rear boundary that is a common boundary with an abutting lot, must not exceed an average of 3.2 metres with no part higher than 3.6 metres (unless abutting a higher existing or simultaneously constructed dwelling wall in which case it may be constructed to the same height as that wall), except for a garage as specified in 1.4.2.

1.4.2 A garage wall may be constructed on or within 200 millimetres of a side or rear boundary to a maximum height of 3.6 metres provided that the length of garage wall on the boundary with a height of 3.6 metres does not exceed 6.5 metres.

1.5 Solar access to existing north-facing habitable room windows (refer regulation 417)

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

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- 1.5.1 Reference to an existing north-facing habitable room window refers to ground floor windows only.
- 1.5.2 A north-facing ground level habitable room window in a proposed dwelling must be setback more than 3 metres from the north boundary of its lot if it is to be considered (once constructed) an 'existing' north-facing habitable room window for the purposes of regulation 417.
- 1.6 Overshadowing of recreational private open space (refer regulation 418)**
 - 1.6.1 If sunlight to the secluded private open space of an existing dwelling on an adjoining lot is to be reduced by the construction of a building, then at least 25 square metres with a minimum dimension of 3 metres of secluded private open space should receive a minimum of 5 hours of sunlight between 9am and 3pm on 22 September.
 - 1.6.2 The 25 square metres minimum area with a minimum dimension of 3 metres can be measured in different locations during the day provided the area is always secluded private open space.
- 1.7 Overlooking (refer regulation 419)**
 - 1.7.1 The requirements of regulation 419 apply to any habitable room window, balcony, terrace, deck or patio of a dwelling on a lot within the specified overlooking control area (as identified in the relevant setback identifier profile codes shown on the building envelope plan), that has a direct view into an adjoining lot.
- 1.8 Garages**
 - 1.8.1 A garage on a lot must be setback at least 5 metres from the front boundary of the lot.

2 Notes on this MCP

- 2.1 Conflicting Annotation**
 - 2.1.1 In the case of a conflicting annotation between the building envelope plan and this MCP text, the MCP text supersedes the plan.
- 2.2 Natural Ground Level**
 - 2.2.1 Ground level after engineering works associated with the subdivision is to be regarded as natural ground level.
- 2.3 Edge Lots**
 - 2.3.1 Edge lots are those lots that are part of the same certified plan of subdivision but share one or more common boundaries with or otherwise adjoin a lot that is not part of the same certified plan of subdivision.
 - 2.3.2 Regulation 406 applies to an edge lot regardless of Section 1 of this MCP.

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

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2.4 Driveway Crossovers

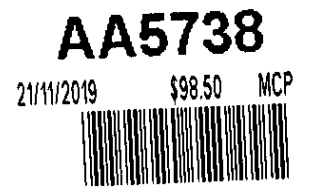
2.4.1 Relocation of a driveway crossover or addition of a driveway crossover to a corner lot is permitted with written approval from Wyndham City Council. Relocated crossovers must be constructed at the expense of the lot owner in accordance with Wyndham City Council specifications from time to time.

2.5 General Definitions

- 2.5.1 **Approved building envelope** means the building envelope for a particular lot contained in the plan which is attached to this MCP.
- 2.5.2 **Building envelope** means an area within each lot where development of a dwelling, shed and garage is allowed subject to the provisions of this MCP.
- 2.5.3 **Building envelope plan** means the plan which is attached to this MCP showing dwelling setbacks and other related matters.
- 2.5.4 **Front Building Line** means the front façade wall excluding any façade treatment or engaged pier.
- 2.5.5 **MCP** means this Memorandum of Common Provisions.
- 2.5.6 **Regulations** means the Building Regulations 2006 or any subsequent regulations made pursuant to the Building Act.
- 2.5.7 **Side boundary** means a boundary of a lot that runs between and connects the street frontage of the lot to the rear boundary of the lot.
- 2.5.8 **Street** for the purposes of determining street setbacks street means any road reserve other than a carriageway easement.

3 *Diagrams and plans*

3.1 *Explanation of symbols and terms in diagrams and plans*



NOTATIONS

<p>SP-A-1 SP-D-1 SP-B-1 RP-A-1</p>	<p>Building envelope profile (refer 3.2 and 3.3 following) to be applied to the particular boundary (refer plans in 3.4).</p> <p>Note the frontage setback and easement width is designated on the plan.</p>
	2 metres wide easement
	2.5 metres wide easement
	3 metres wide easement
	Frontage setback
<p>110</p>	Lot number
<p>*</p>	Small Lot Housing Code Applies
	Designated vehicle crossover to lot (no other vehicular access point is permitted to a lot, except with the approval of Wyndham City Council)

PARTICULAR LOT REQUIREMENTS

Lots shown thus * which are 'Type A' or 'Type B' lots under 300m² do not include Building Envelopes as they are subject to the relevant Small Lot Housing Code.

Detailed design of roads, crossovers and footpaths is provided in the relevant Engineering Plans.

Additional easements may be required subject to detailed engineering and survey assessment.

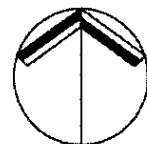
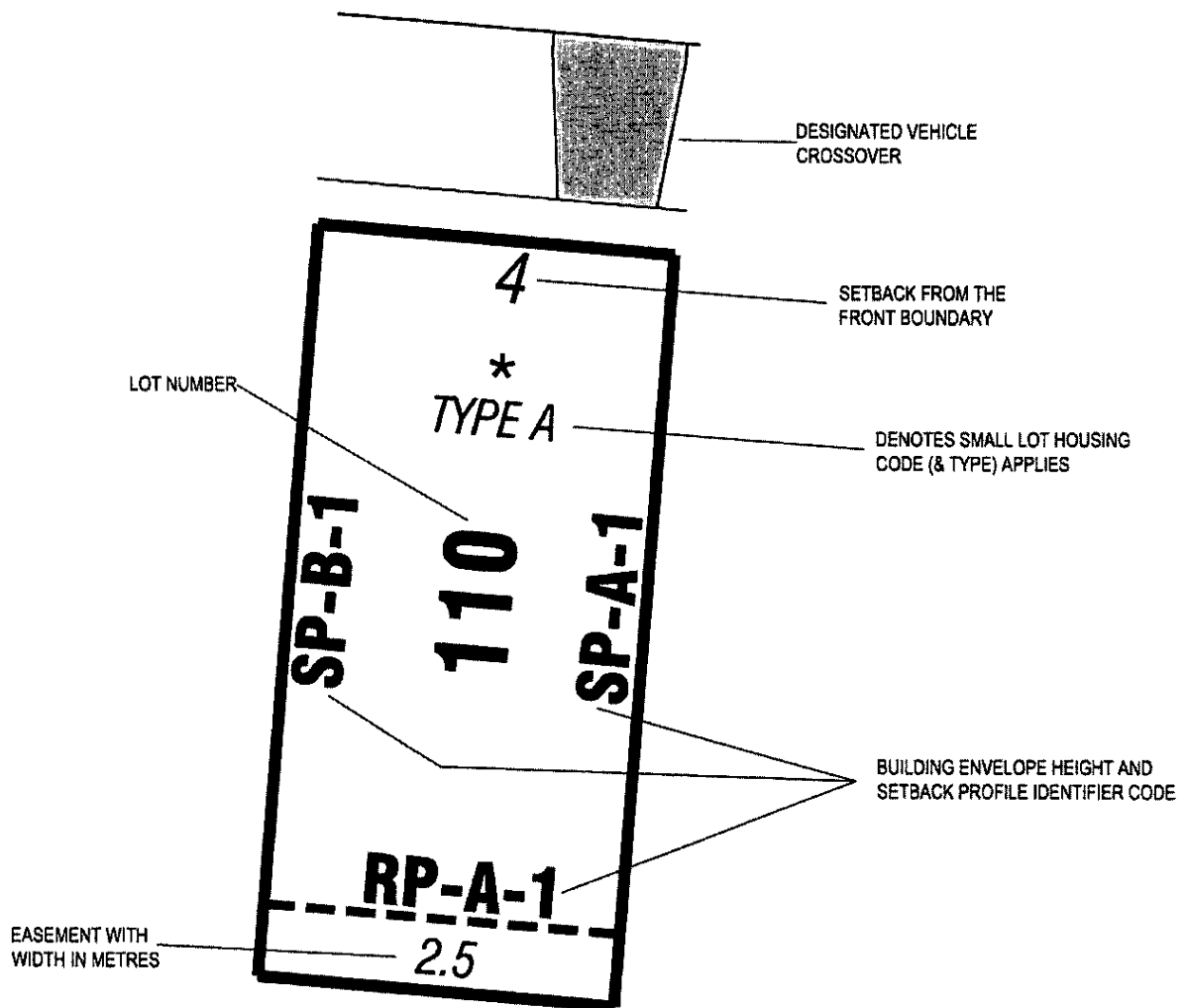
Detailed design of landscape works is provided in the relevant Landscape Plans.

All details subject to Wyndham City Council approval.

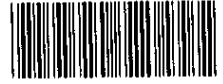
3.2 *Diagrams illustrating the interpretation of the building envelope and the annotation with respect to all edge lots in this stage development*

THE BUILDING ENVELOPES ON ALL LOTS LOCATED ON THE BOUNDARY OF THIS DEVELOPMENT STAGE (EDGE LOTS) ARE ENDORSED BY WYNDHAM CITY COUNCIL AS APPROVED BUILDING ENVELOPES.

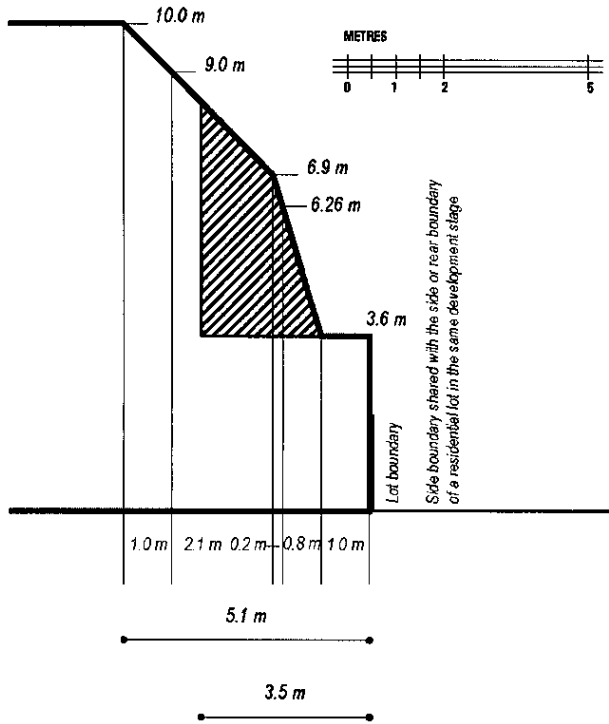
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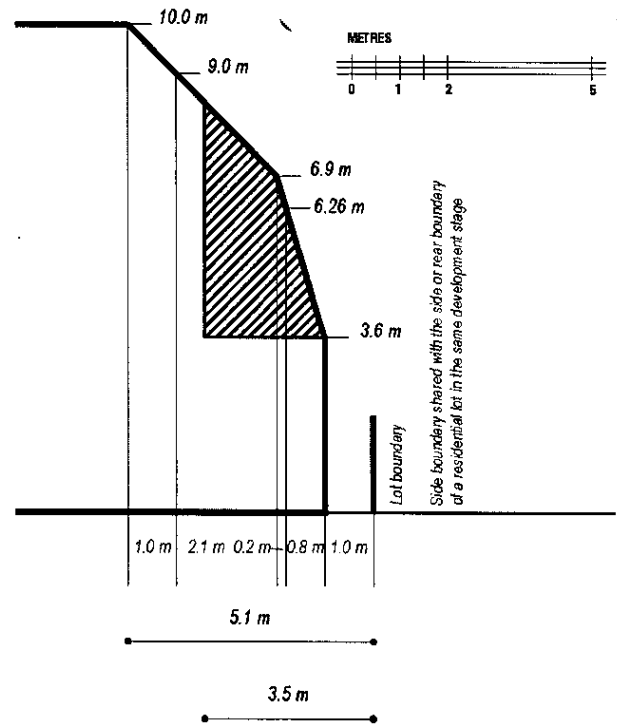
3.3 Profiles referenced in the building envelope plan



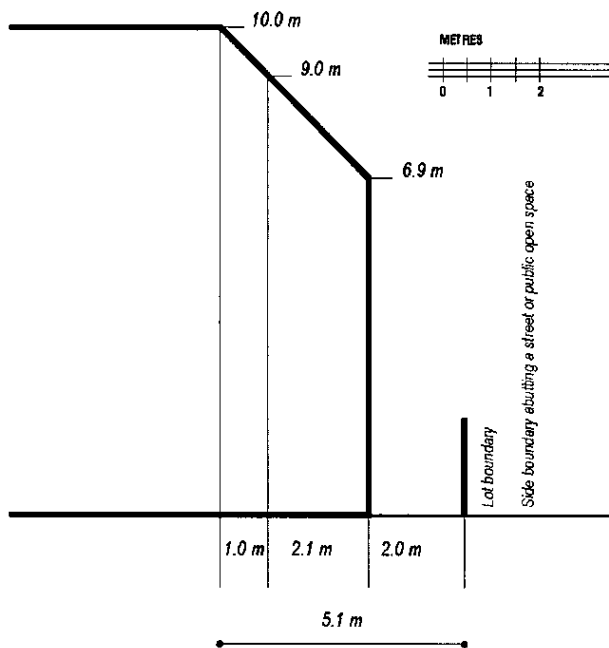
SP-A-1



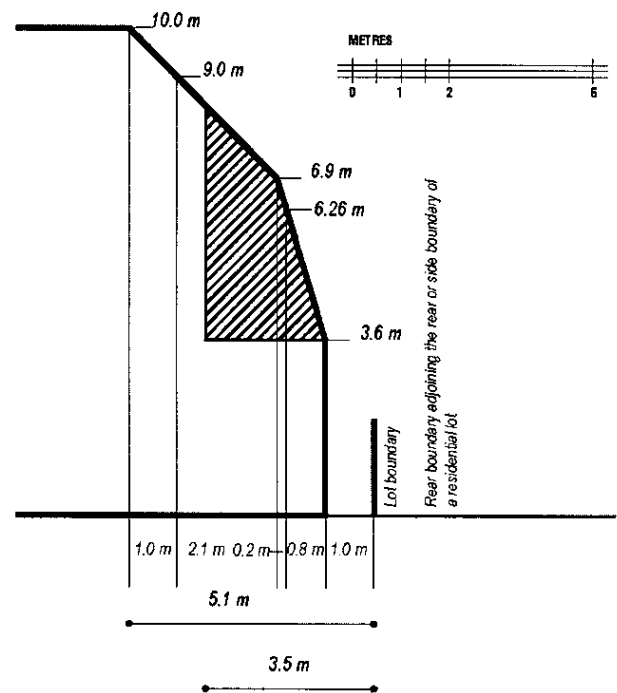
SP-B-1



SP-D-1



RP-A-1



EASEMENT REQUIREMENT

WHERE A PROFILE WHEN APPLIED COVERS AN EASEMENT, THE PORTION OF THE PROFILE ABOVE THE EASEMENT CANNOT BE CONSIDERED FOR APPROVAL / BUILT UPON. THIS MAY VARY ONLY IN THE CIRCUMSTANCES WHERE BUILDING ON THE EASEMENT RECEIVES PRIOR WRITTEN CONSENT OF THE RELEVANT AUTHORITY.

m METRES

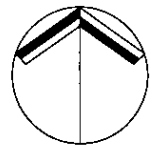
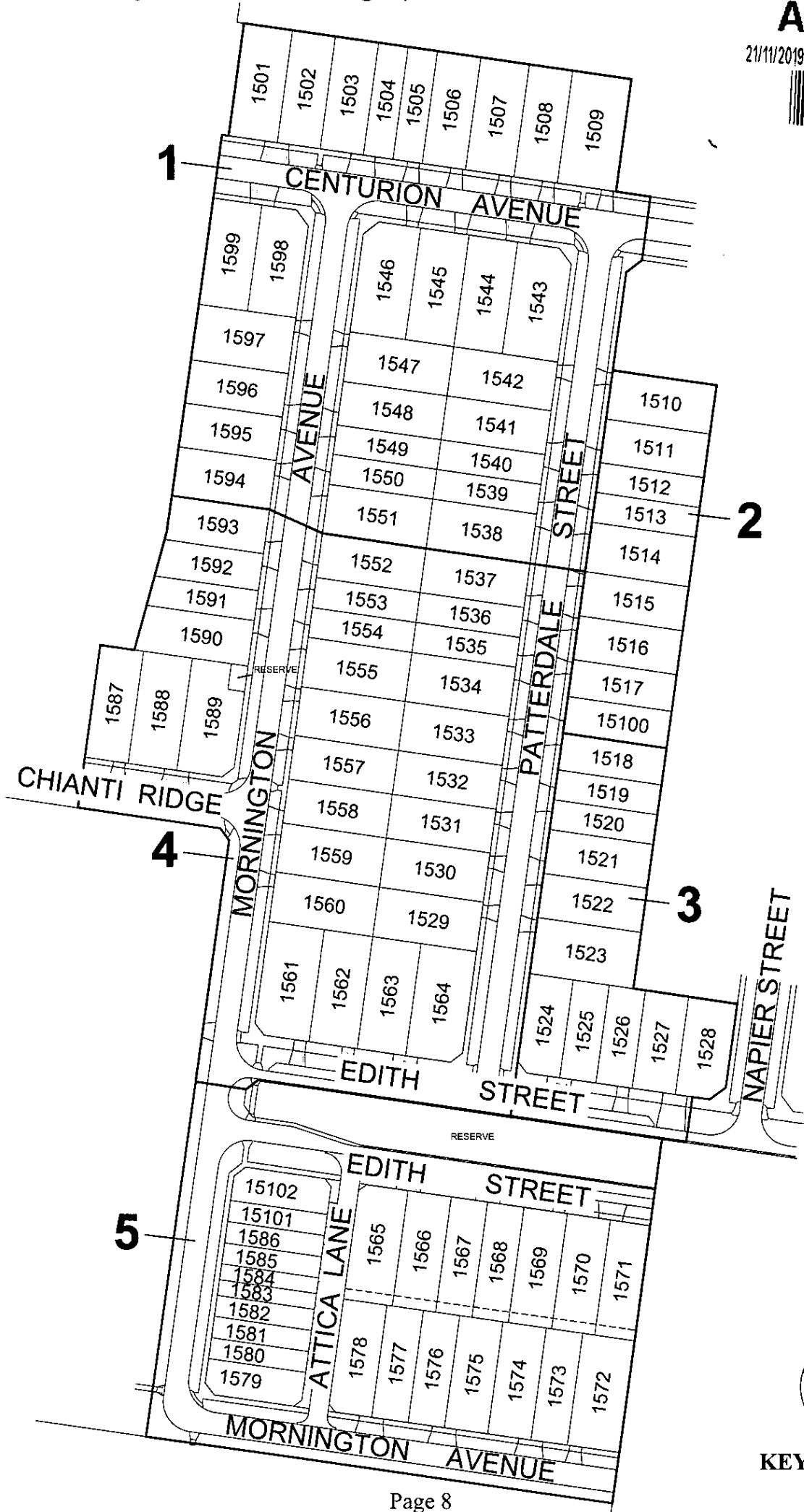


OVERLOOKING CONTROL AREA
(refer 'Overlooking' in text)

3.4 Plan of subdivision showing key to sheets

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KEY TO SHEETS

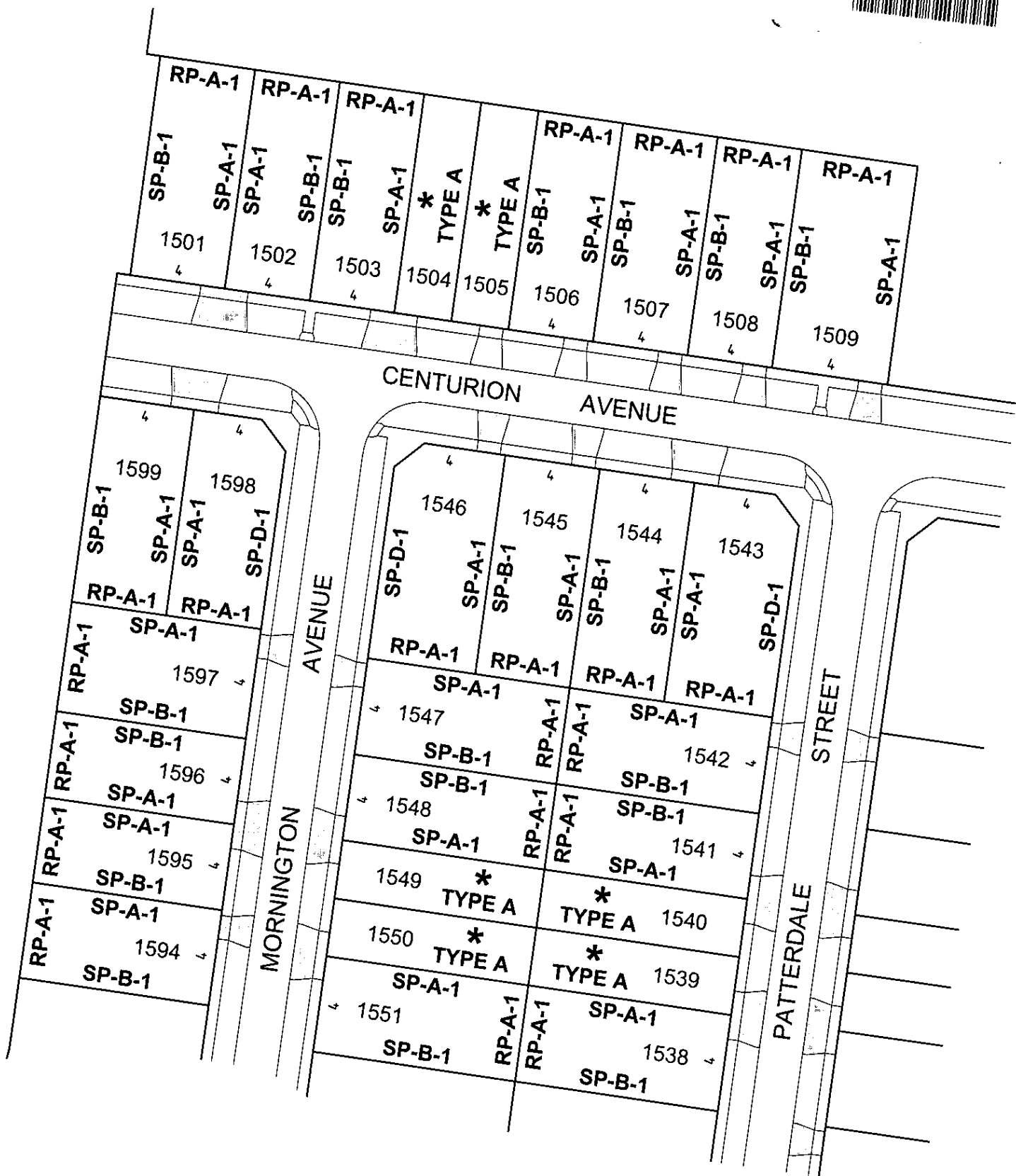
3.4 Plan of subdivision showing building envelope height and setback profile identifier code

AA5738

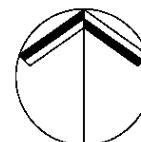
21/11/2019

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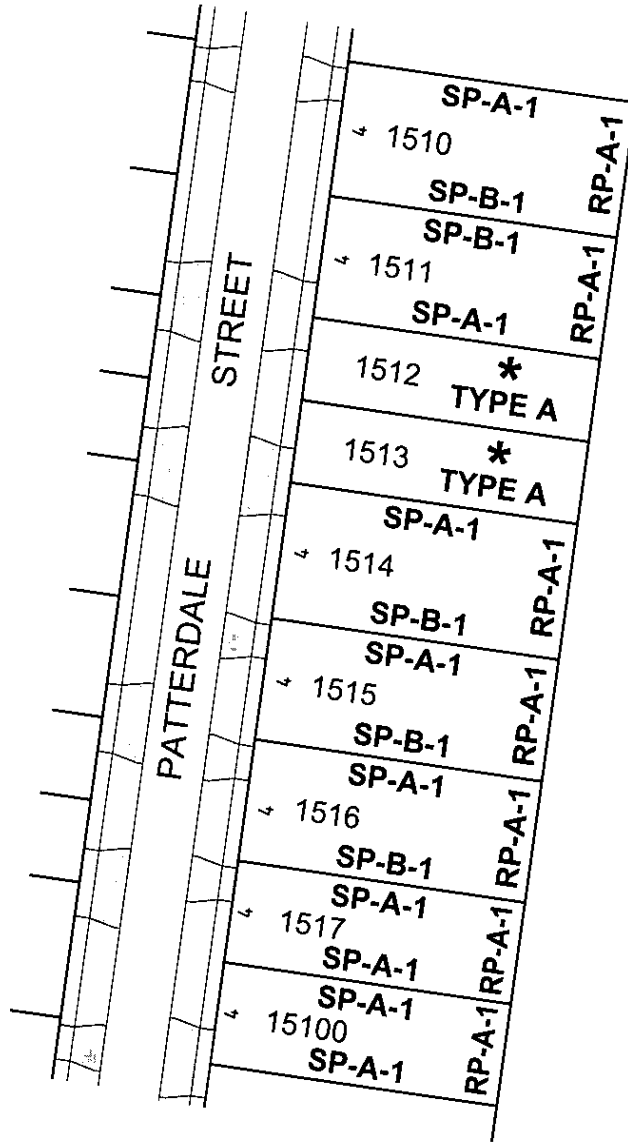
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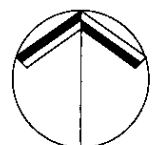
3.4 Plan of subdivision showing building envelope height and setback profile identifier code

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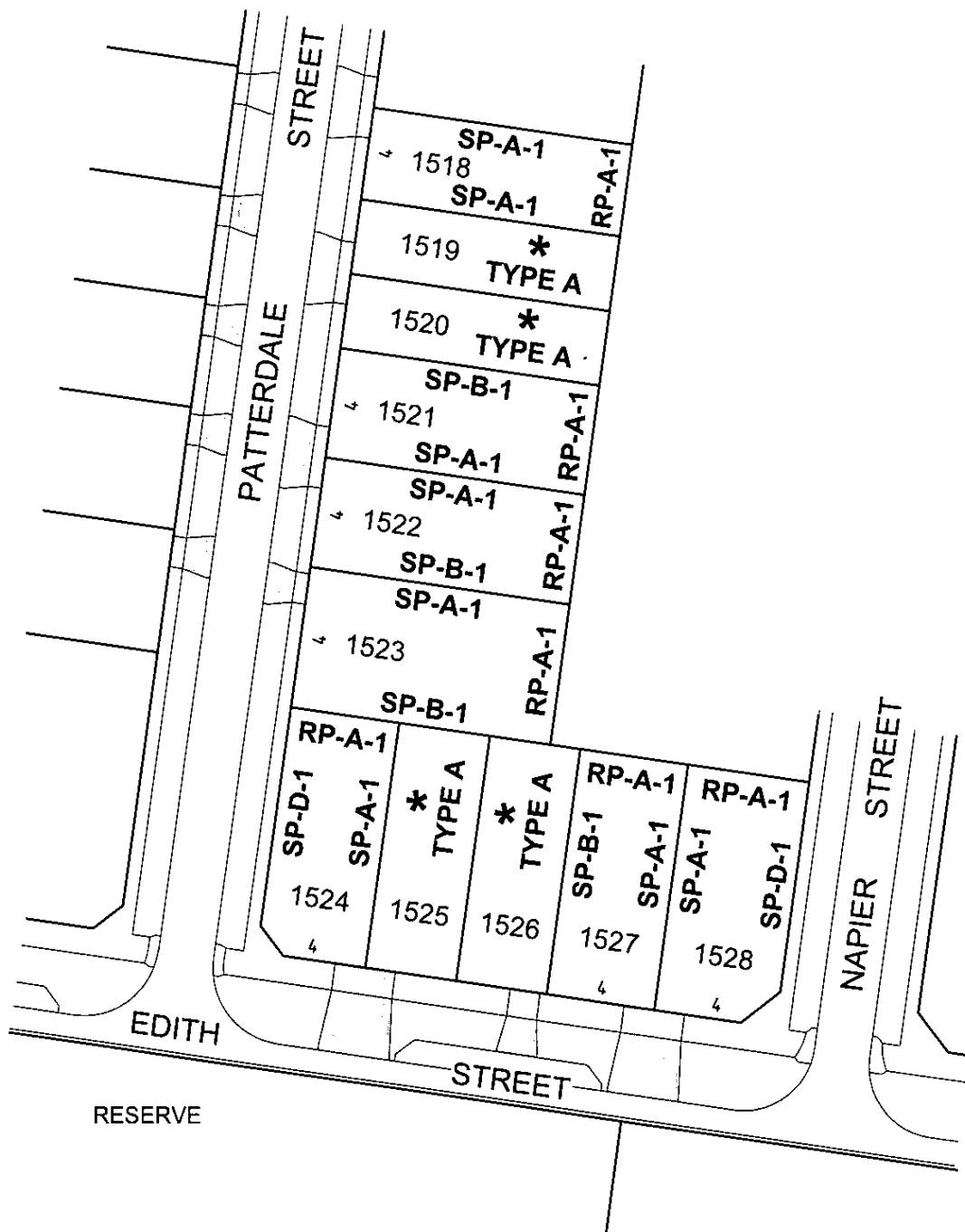
SHEET 2



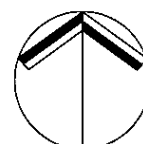
3.4 Plan of subdivision showing building envelope height and setback profile identifier code

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SHEET 3



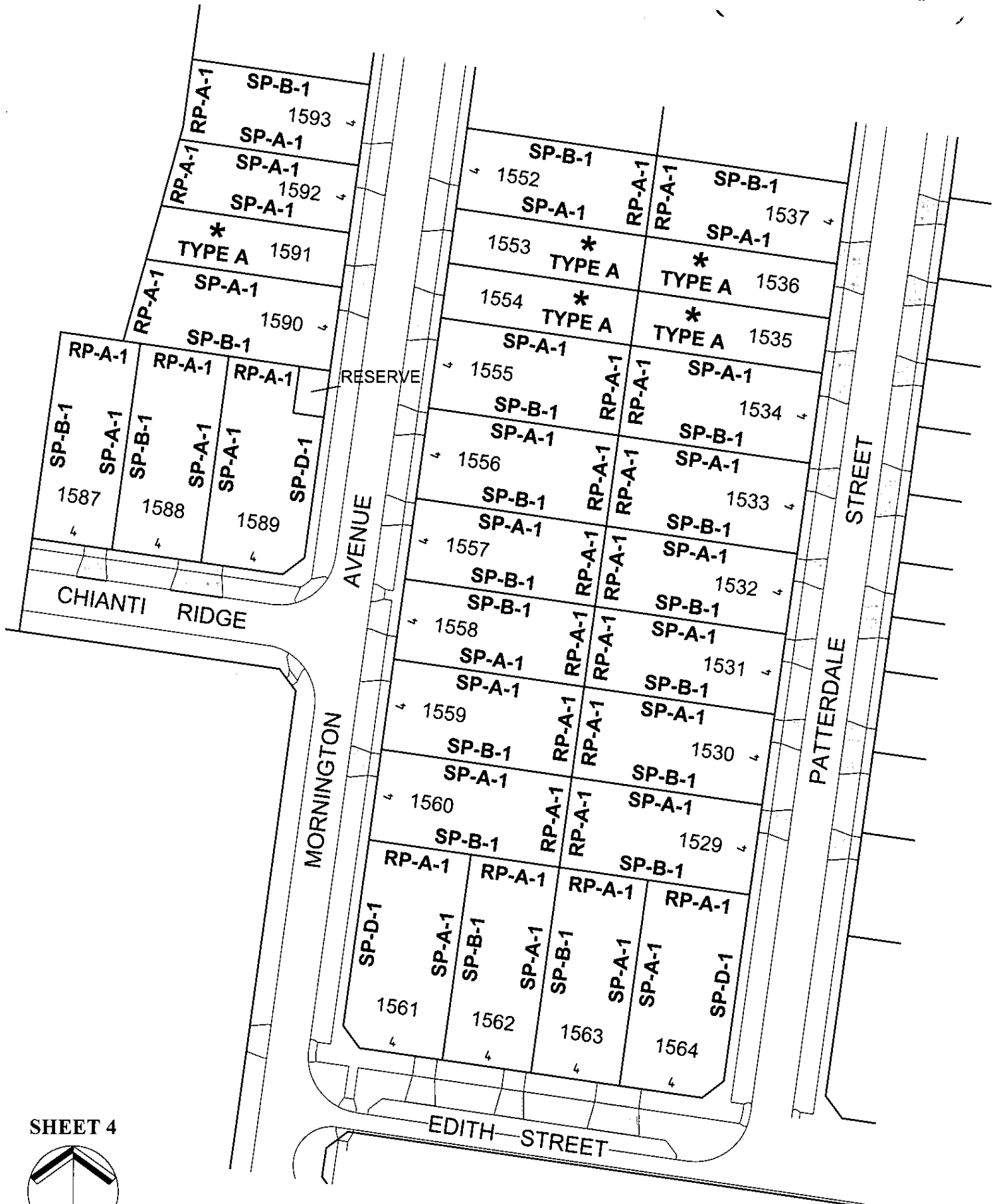
3.4 Plan of subdivision showing building envelope height and setback profile identifier code

AA5738

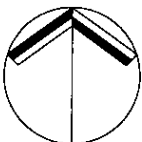
21/11/2019

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MCP



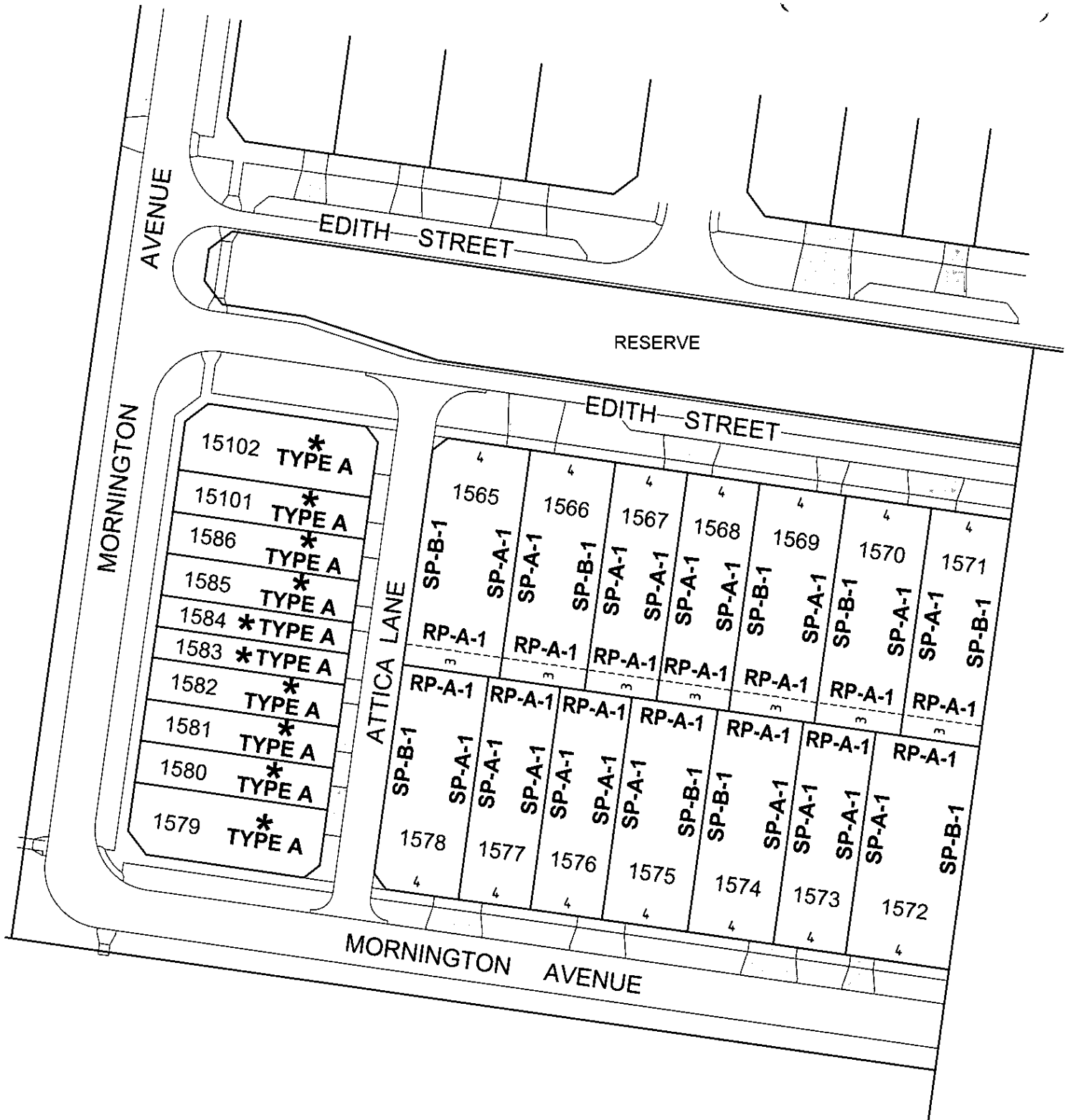
SHEET 4



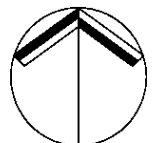
3.4 Plan of subdivision showing building envelope height and setback profile identifier code

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SHEET 5





Imaged Document Cover Sheet

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

Section 181 **Planning and Environment Act 1987**

AN589268H



Form 21

Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3555
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: TGM:6911180
 Customer Code: 1167E

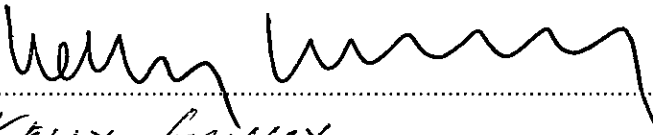
The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 7275 Folio 803

Responsible Authority: Wyndham City Council of 45 Princes Highway, Werribee, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: 
 Name of officer: KELLY GRIGGBY
 Position Held: CEO
 Date: 13/2/17

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Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Santa Rosa Farm Sayers Road, Tarneit

Agreement for Deferral of Development Contributions Liability

Wyndham City Council

and

Trukeel Pty Ltd ACN 005922065

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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / **2016**

Parties

Name	Wyndham City Council
Address	45 Princes Highway, Werribee, Victoria
Short name	Council

Name	Trukeel Pty Ltd ACN 005922065
Address	C/- Level 5, 707 Collins Street, Melbourne, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund the infrastructure necessary as a result of the development of the area for urban purposes.
- F. The Owner is required to pay the Levy in respect of the subdivision of the Subject Land pursuant to the Permit.
- G. The Owner has requested that Council, in its capacity as collecting agency, agree to defer the obligation for the Owner to pay the Levy for the subdivision of the Subject Land under the Planning Permit until the next subdivision of the Subject Land under a further permit at which time the levy will be payable in respect of the relevant stage authorised under that permit.
- H. Pursuant to the Planning Permit Council has agreed to the request on the terms set out in this Agreement.
- I. As at the date of this Agreement, the Subject Land is subject to a caveat in favour of Tarneit Estate Pty Ltd ACN 068 152 705 (formerly known as Mt Cooper Gardens Pty Ltd) and that corporation has consented to the recording of this Agreement on the certificates of title to the Subject Land.

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The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Credit means a credit against the Levy.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@wyndham.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 3 being an incorporated document in the Planning Scheme and any other development contributions plan that applies to the Subject Land from time to time.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time under the Planning Permit.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) as amended from time to time.

Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land in accordance with the Planning Permit calculated and adjusted in accordance with the Development Contributions Plan.

Lot means a lot on the Endorsed Plan.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement.

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Planning Permit means the Planning Permit set out in Schedule 1 which authorising the subdivision of the Subject Land.

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

Residential Lot means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

Stage means a specified stage of the subdivision of the Subject Land as identified in any staging plan forming part of the Endorsed Plan.

Statement of Compliance means a Statement of Compliance under the Subdivision Act 1988.

Subject Land means the land being the land title details referred to in Schedule 2 to this Agreement any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 secure the future payment of the Levy for the Subject Land; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council has granted consent to the Owner to defer the payment of the Levy for the Subject Land until the next subdivision of the Subject Land on the terms and conditions of this Agreement.

5. Agreement required

The Parties agree that this Agreement will continue to be required until:

- 5.1 the Owner has complied with all of the Owner's obligations unless Council confirms in writing that it is no longer required; and
- 5.2 Council confirms in writing that the Agreement is no longer required.

6. Obligations

The Owner acknowledge and agree that:

- 6.1 pursuant to Council's consent under this Agreement, the Owner has not paid the Levy in respect of the subdivision under the Planning Permit; and
- 6.2 at the time that the Owner seeks a Statement of Compliance in respect of any part of the Subject Land as part of the next subdivision, the Levy must be paid in respect of that part of the Subject Land that is in the relevant stage of the next subdivision unless Council in its capacity as collecting agency agrees in writing to a different time.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;

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7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

7.2.3 agree to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 Interest for overdue money

7.4.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.5 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

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10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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12. GST

- 12.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in the Act.
- 12.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 12.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.2 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 12.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

14. Ending of Agreement

- 14.1 This Agreement ends:
 - 14.1.1 when the Owner has complied with all of the Owner's obligations; or
 - 14.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 14.2 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 14.3 The Owner may request in writing Council's consent to end the Agreement in respect of a Residential Lot in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 14.4 After this Agreement has ended, Council will, at the Owner's written request and at the Owners cost, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

EXECUTED as an agreement)
Signed for and on behalf of the **Wyndham**)
City Council pursuant to Instrument of)
Delegation dated)

[Handwritten signature]

Date 13, 2, 17

Executed by **Trukeel Pty Ltd ACN005922065**)
in accordance with s 127(1) of the)
Corporations Act 2001:)

[Handwritten signature]

Signature of Director

ANGELO DI DIO

Print full name

[Handwritten signature]

Signature of Director (or Company Secretary)

MARIA DI DIO

Print full name

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23/02/2017 \$92.70 173



Caveator's Consent

Tarneit Estate Pty Ltd ACN 068152705 as caveator under instrument no. AM357304L consents to recording of this Agreement on each of the relevant Certificates of Title comprising Subject Land.

Executed by Tarneit Estate Pty Ltd ACN 068152705 in accordance with s 127(1) of the Corporations Act 2001:

[Handwritten signature of Eddie Kentner]

Signature of Director

Eddie Kentner
Print full name

[Handwritten signature of Geoff Otto]

Signature of Director (or Company Secretary)

Geoff Otto
Print full name

AN589268H

23/02/2017 \$92.70 173



Schedule 1

Planning Permit details

- Planning Permit number WYP8933/16 issued on 22 June 2016

Schedule 2

Subject Land title details

- The land known as Santa Rosa Farm Sayers Road, Tameit being the land described in Certificate of Title Volume 7275 Folio 803

Schedule 3

Development Contribution Plan details

Wyndham North Development Contribution Plan

From www.planning.vic.gov.au at 19 February 2026 02:08 PM

PROPERTY DETAILS

Address: **29 PATTERDALE STREET TARNEIT 3029**
 Lot and Plan Number: **Lot 1522 PS820473**
 Standard Parcel Identifier (SPI): **1522\PS820473**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **244826**
 Planning Scheme: **Wyndham**
 Directory Reference: **Melway 234 E5**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **TARNEIT**
OTHER
 Registered Aboriginal Party: **Bunurong Land Council
 Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country
 Fire Authority**

[View location in VicPlan](#)

Note

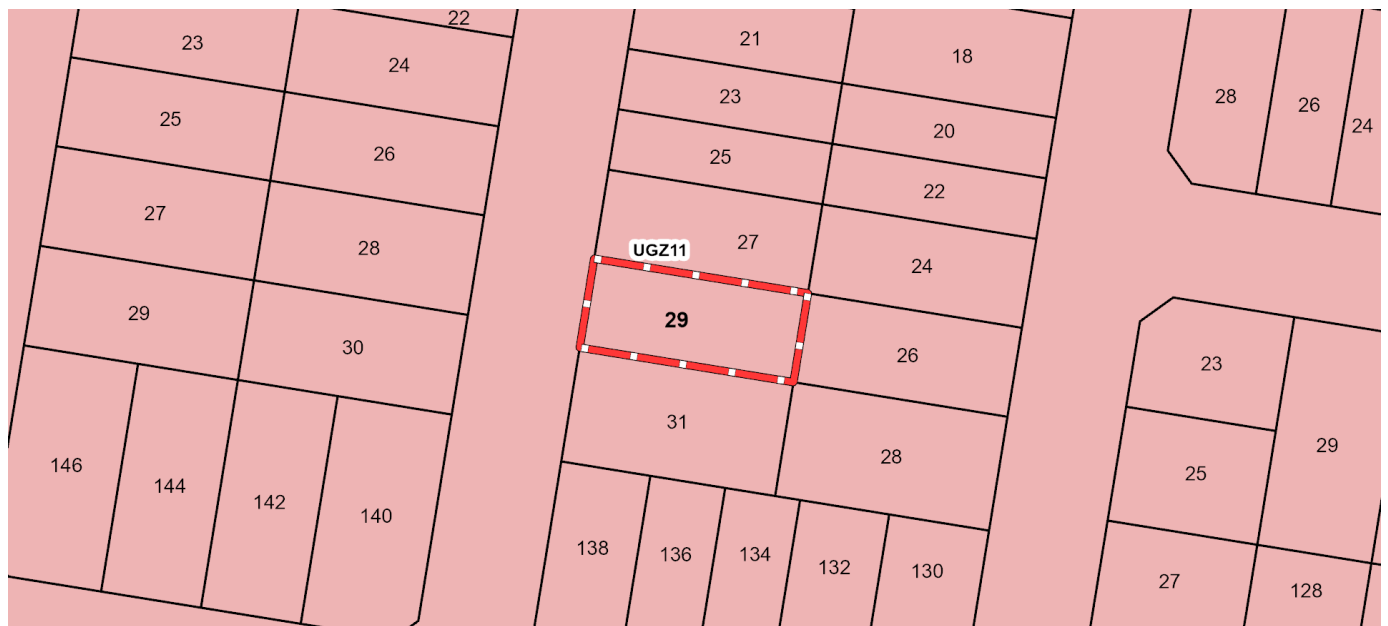
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 11 \(UGZ11\)](#)



UGZ - Urban Growth

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

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Read the full disclaimer at <https://www.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).

Planning Overlay

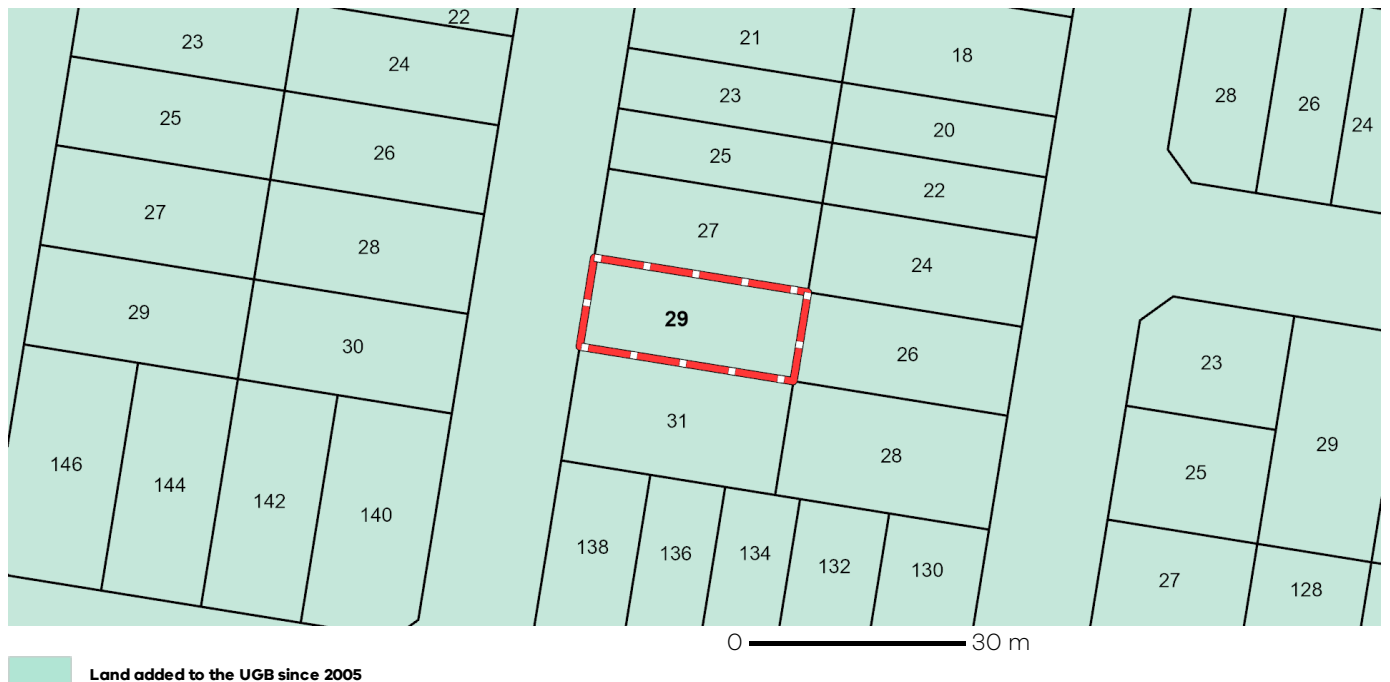
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 \(DCPO13\)](#)



Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution. For more information about this contribution go to [Victorian Planning Authority](#)



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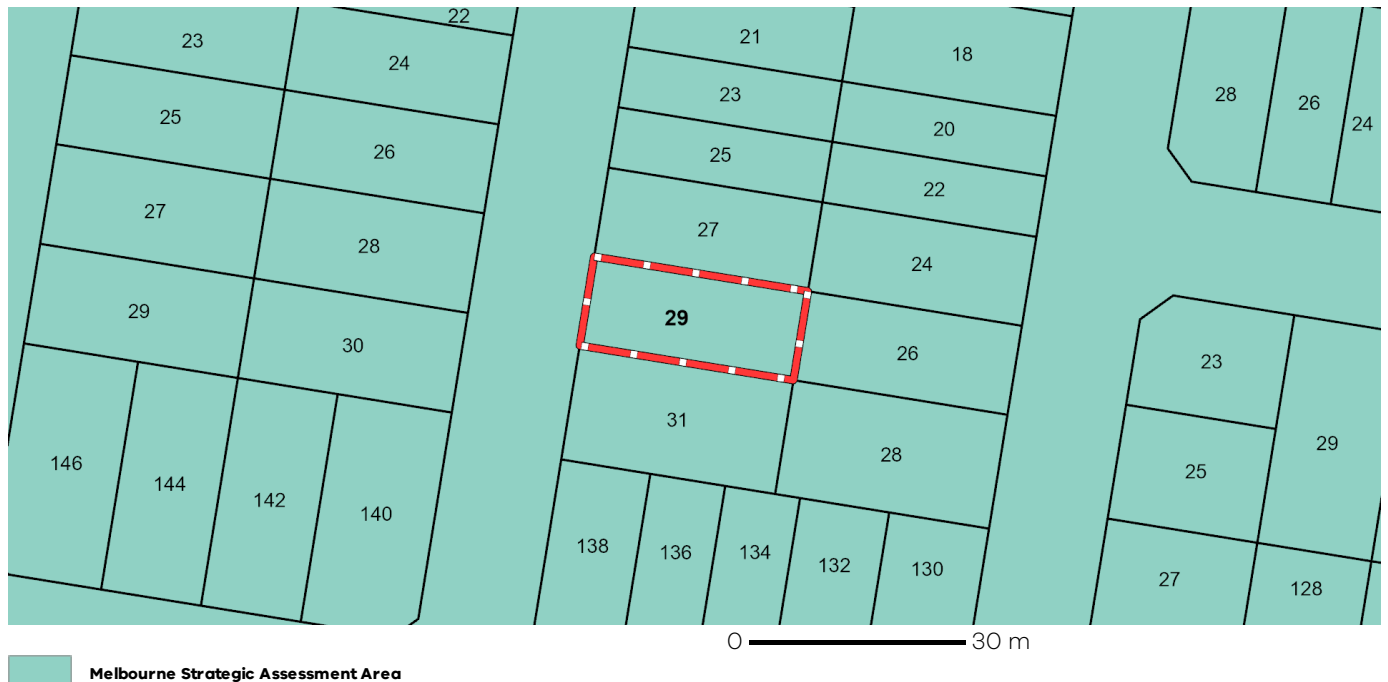
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



Further Planning Information

Planning scheme data last updated on 17 February 2026.

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may 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>

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Created at 19 February 2026 02:08 PM

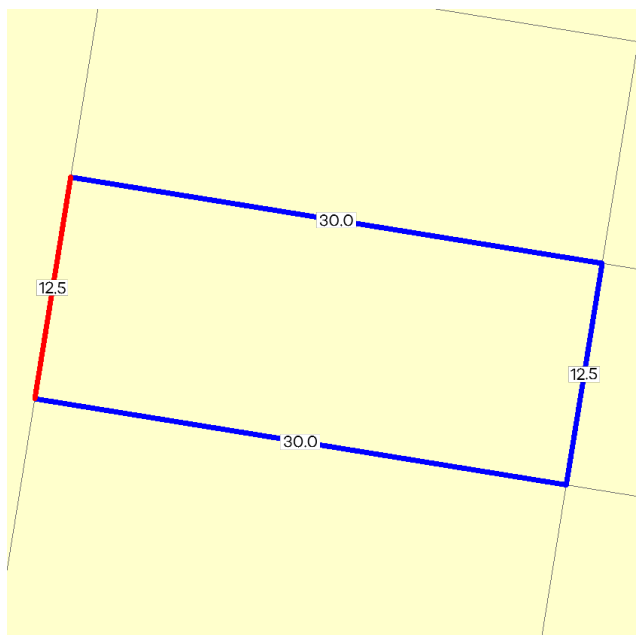
PROPERTY DETAILS

Address: **29 PATTERDALE STREET TARNEIT 3029**
Lot and Plan Number: **Lot 1522 PS820473**
Standard Parcel Identifier (SPI): **1522\PS820473**
Local Government Area (Council): **WYNDHAM**
Council Property Number: **244826**
Directory Reference: **Melway 234 E5**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 375 sq. m

Perimeter: 85 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: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **TARNEIT**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property



DJM Building Consultants Pty Ltd
Suite 6, 24 Lakeside Drive
Burwood East, 3151
P: 9887 7990
E: djm@djmbc.com.au

Application Number: BLD20210871

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. CBSU 60948/8116352516900

Issued to

Agent of Owner **Porter Davis Homes - H & L**
Postal Address **Level 10, 720 Bourke Street Docklands** Postcode **3008**
Address for serving or giving of documents: **Level 10, 720 Bourke Street Docklands** Postcode **3008**
Contact Person **Sandra Muscat** Telephone

Ownership Details (if person issued with permit is not the owner)

Owner **Henderson Lim**
Postal Address **De Park Cajuputi Block AA9 No 7 15330 BSD Tangerang** Postcode .

Property Details [include title details as and if applicable]

Number **29** Street/Road **Patterdale Street** Suburb **Tarneit** Postcode **3029**
Lot/s **1522** LP/PS **PS820473**

Municipal District **Wyndham City Council**

Builder

Name **BPG Access Pty Ltd** Telephone **03 8751 2700**
Address **Level 10, 720 Bourke Street Docklands 3008**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
BPG Access Pty Ltd	CDB-U	CDB-U49123

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
David Taylor	EC	EC 44769

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **VMIA**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Description: **Detached Dwelling and Garage**

Storeys contained: **2**

BAL Level: **NBP**

Termite Zone: **Yes**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$366,054.00**

Total floor area of new building work in m²: **175**

Building classification

Part of Building: **Whole**

BCA Classification: **1a(a)**

Part of Building: **Whole**

BCA Classification: **10a**

Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Edge Overhangs Clause 3.2.2.7	P2.1.1
Waterproofing of External Balcony	P2.1.1 & P2.2.2
Masonry Mortar Mix Clause 3.3.5.0 & 3.3.5.4, AS 4773.2, Table 3.2	P2.1.1 & P2.2.2
Height of DPC above Ground Level for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3
Omission of Wall Opening Flashings Clause 3.3.5.8(b) & AS 4773.2, Clause 9.6.1	P2.2.2
Masonry Cavity Width Clause 3.3.5.0, 3.3.5.6 & AS4773.2, Clause 9.2	P2.2.2
DPC/Flashing Setback from Face of Mortar in Masonry Veneer Wall Clause 3.3.5.0, 3.3.5.8(b) & AS4773.2	P2.2.2 & P2.2.3
Domestic Stair Entrance Tread Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Continuity of a Domestic Stair Handrail Part 3.9.2.4(a)	P2.5.1(b)(i)

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements³

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-slab Inspection
3. Steel for Slab Inspection
4. Framework Inspection
5. Occupancy Permit Inspection

Occupation or Use of Building:

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

If an occupancy permit is required, the permit is required for the whole/part of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 11 March 2022

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 11 March 2023

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Conditions

This permit is subject to the following conditions

1. Allotment designated as a Termite area, construction to comply with AS 3660.1.
2. Roof truss computations to be provided for approval prior to frame inspection. Note: Lintel sizes may be altered if supporting point loads.

Relevant Building Surveyor



Name: **DJM Building Consultants Pty Ltd**
Address: **Suite 6, 24 Lakeside Drive, Burwood East, 3151**
Building practitioner registration no.: **CBSU 60948**
Permit no.: **CBSU 60948/8116352516900**
Date of issue of permit: **11 March 2021**



Application Number: BLD20210871

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: **29** Street/Road: **Patterdale Street** Suburb: **Tarneit** Postcode: **3029**
Lot/s: **1522** LP/PS: **PS820473** Volume: Folio:
Crown: allotment Section: No Parish: County:
Municipal District: **Wyndham City Council**

Building permit details

Building permit number: **CBSU 60948/8116352516900**

Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies: **Whole**
Permitted use: **Dwelling**
BCA Class of building: **1a(a)**
Maximum permissible floor live load: **1.5 kPa**
Maximum number of people to be accommodated:

Part of building to which permit applies: **Whole**
Permitted use: **Garage**
BCA Class of building: **10a**
Maximum permissible floor live load: **1.5 kPa**
Maximum number of people to be accommodated:

Storeys contained: **2**

Rise in storeys (for Class 2-9 buildings):

Effective height:

Type of construction:

Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
Height of DPC above adjoining paving for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3

Omission of Wall Opening Flashings Clause 3.3.5.8(b) & AS 4773.2, Clause 9.6.1	P2.2.2
Masonry Veneer Cavity Width Clause 3.3.5.0, 3.3.5.6 & AS4773.2, Clause 9.2	P2.2.2
DPC/Flashing Setback from Face of Mortar in Masonry Veneer Wall Clause 3.3.5.0, 3.3.5.8(b) & AS4773.2	P2.2.2 & P2.2.3
Domestic Stair Entrance Tread Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Continuity of a Domestic Stair Handrail Part 3.9.2.4(a)	P2.5.1(b)(i)

Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Cooking facilities are to be installed prior to occupation.
2. Power, gas, water and water tank/solar hot water system, if required, are to be provided to the dwelling prior to occupation.
3. Smoke alarms have been provided to the dwelling, regular maintenance inspections are the responsibility of the owner.
4. Termite protection has been provided to this dwelling by either a physical or chemical barrier however, it is the owners responsibility to carry out visual inspections, every six (6) months.

Suitability for occupation

At the date this occupancy permit is issued, the to which this permit applies is suitable for occupation.

Inspection Records

Bored Piers Inspection Date : 19/04/2021

Inspection Records

Pre-slab Inspection Date : 27/04/2021

Inspection Records

Steel for Slab Inspection Date : 6/05/2021

Inspection Records

Framework Inspection 2 Date : 22/06/2021

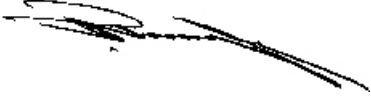
Inspection Records

Garage/Porch/Rear Alfresco Framework Inspection Date : 24/08/2021

Inspection Records

Occupancy Permit Inspection 1 Date : 27/10/2021

Relevant building surveyor

Name: **DJM Building Consultants Pty Ltd**
Address: **Suite 6, 24 Lakeside Drive, Burwood East, 3151**
Email: **permits@djmbc.com.au**
Building practitioner
registration no.: **CBSU 60948**
Municipal district name: **Wyndham City Council**
Occupancy Permit no. **CBSU 60948/8116352516900**
Date of issue: **29 October 2021**
Signature: 

Domestic Building Insurance

Certificate of Insurance

ELFRIDA VANESSA OEY, HENDERSON LIM
PERUMAHAN DE PARK
CAJUPUTI BLOK
AA9 7 BUMI SERPONG DAMAI TANGERANG,
INDONESIA

Policy Number:
C588618

Policy Inception Date:
10/03/2021

Builder Account Number:
007467

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the *Building Act 1993* (Vic) (Domestic Building Insurance) has been issued by the insurer, the Victorian Building Authority trading as Building and Plumbing Commission, in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **29 Patterdale St TARNEIT VIC 3029 Australia**
Carried out by the builder: **BPG ACCESS PTY LTD**
Builder ACN: **119727043**



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

For the building owner(s): **ELFRIDA VANESSA OEY, HENDERSON LIM**
Pursuant to a domestic building contract dated: **02/02/2021**
For the contract price of: **\$ 366,054.00**
Type of Cover: **Cover is only provided if BPG ACCESS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission immediately on 1300 067 088 or email dbi@bpc.vic.gov.au

IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct. Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Period of Cover

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

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

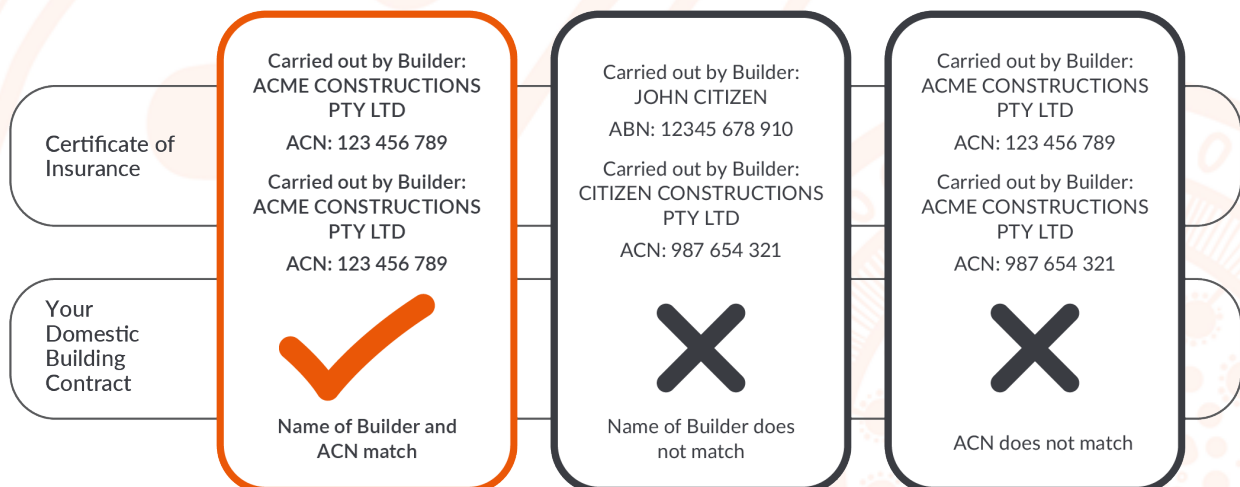
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by the Victorian Building Authority trading as Building and Plumbing Commission

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$775.00
GST:	\$77.50
Stamp Duty:	\$85.25
Total:	\$937.75

If the information on the certificate does not match exactly what is on your domestic building contract, please contact the Victorian Building Authority trading as Building and Plumbing Commission on 1300 067 088 Below are some examples of what to look for:



RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
 Ver.10.0.CAV.AL/0925

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

Part A – General

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

- 1. Date of agreement** Oct 17, 2025
 This is the date the agreement is signed.
 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 **29 Patterdale Street,
 Tarneit, Victoria, 3029,
 Car park: 2 – Storage Cage: Not Applicable**

- 3. Rental provider details**
 Name: **Henderson Lim & Elfrida Vanessa Oey**

Rental provider's agent's details (if applicable)

Name: **Xynergy Realty (Altona) Pty Ltd Trading as
 Xynergy Realty Altona**
 Business Address: **114-116 Queen St, Altona, VIC 3018**
 Telephone: **03 9398 8400**
 Email: **rental.altona@xynergy.com.au**
 ABN: **81 625 734 045**

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	Luse Ruth Tofete
Current Address	29 Patterdale Street, Tarneit, Victoria, 3029
Email of Renter 1	mikudyt@gmail.com
Phone number of Renter 1	0419 240 995
Full Name of Renter 2	Michael Tofete
Current Address	29 Patterdale Street, Tarneit, Victoria, 3029
Email of Renter 2	mikudyt@hotmail.com
Phone number of Renter 2	0400 610 952

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



Headquarters

791 Bourke Street
 Docklands, VIC 3008
 P 1300 884 168

South Yarra Office

25 Malcolm Street
 South Yarra, VIC 3141
 P 1300 884 168

Oakleigh Office

158 Drummond Street
 Oakleigh, VIC 3166
 P 03 9017 5881

Altona Office

114-116 Queen Street
 Altona, VIC 3018
 P 03 9398 8400

Wyndham Office

4/19 Synnot Street
 Werribee, VIC 3030
 P 03 8764 3264

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

5. Length of the agreement

Fixed Period Agreement - The period of the Agreement (The period 12 months Agreement)

Start date: **7/12/2025** (this is the date the agreement starts and you may move in)
End date: **6/12/2026**

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 (\$) **\$620.00** (payable in advance)
To be paid per week fortnight calendar month
Day rent is to be paid every week

7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond Amount (\$): **\$2,607.00**
Date bond payment due: **PAID**

Part B – Standard terms

8. Rental provider's preferred method of rent payment

- The rental provider must permit a fee-free method (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.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

Direct debit Bank deposit Cash Cheque
 Money order BPAY other electronic form of payment, including Centrepay

Payment details

Biller Name: **Xynergy Realty Altona**
Biller Code: **285-858**
Customer Registered Number (CRN): **33399**

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 – insert email address, mobile phone number or other electronic contact details
- No

rental.altona@xynergy.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 – insert email address, mobile phone number or other electronic contact details
- No

mikudyt@gmail.com

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

mikudyt@hotmail.com

Note: The option to consent should be provided to each renter who is a party to the agreement.

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

Emergency contact name	Verrel Bramasta
Emergency phone number	03 9398 8400
Emergency email address	rental.altona@xynergy.com.au

Note: The Full Emergency Contact List is listed in the Appendix.

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 professionally 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?

(Rental provider to tick as appropriate)

- No Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

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

(Rental provider to tick as appropriate)

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

Part C – Safety-related activities

14. Electrical safety activities

(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 2 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 2 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 instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

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

- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
- (i) Information on how each smoke alarm in the rented premises operates; and
 - (ii) Information on how to test each smoke alarm in the rented premises; and
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

17. Swimming pool barrier safety activities

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

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

18. Relocatable swimming pool safety activities

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

- (a) The renter must not put up 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 can 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 **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

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

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

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- 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 family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - a personal safety intervention order.

24. Repairs

Only a suitably qualified person must 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 they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

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 \$2,500; 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
- breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

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

The renter can 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 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 sublets 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 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, the renter may request a receipt.

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

29. Access and entry

The rental provider may enter the premises:

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

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

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

30. Pets

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

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

Part E – Additional Terms

31. Further details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

Part E.1. Commencement Stage

31.1. No Representations

The RENTER acknowledges that no promise, representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on **Part C** of this Agreement.

31.2. Consent of the Premises Let use

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

- (a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.
- (b) Any other use may be subject to council or other approval, and any cost associated with such approvals will be the responsibility of the RENTER.

31.3. Government Compliance Requirements

The RENTER shall comply with any Acts, Regulations, Rules, or Directions of any Government, semi-Government, or statutory body.

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31.4. Owners Corporation Compliance Rules

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation, as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

- (a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.
- (b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which is provided to the RENTER. (If applicable.)
- (c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

31.5. Availability of the Premises Let

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

31.6. Condition Report

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of the Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER, as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

- (a) The RENTER acknowledges that the Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.
- (b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

31.7. Residential Disclosure Statement

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

31.8. Occupancy of the Premises Let

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

31.9. Payment of Water Usage and Sewage Disposal

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

31.10. Payment of Services

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

- (a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
- (b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

31.11. Furnishings

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

31.12. Care for Furnishings

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

31.13. Withdrawal

Should the RENTER find it necessary to withdraw the Agreement prior to the commencement date as specified in clause 5, she/he will:

- (a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
- (b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
- (c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

Part E.2. Tenancy Stage

31.14. Quiet Enjoyment

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

31.15. Cleanliness

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

31.16. Noise Control

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines, which states that noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating systems and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information, please visit epa.vic.gov.au/noise.

31.17. Commercial Use

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay or long stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent, which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

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31.18. Bond Use

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated in the Act.

31.19. Report Defects

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

31.20. Report Damage or Injury

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

31.21. Shared Services

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

31.22. Rubbish

The RENTER shall deposit all rubbish, including cartons and newspapers, in a proper rubbish receptacle with a close-fitted lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

31.23. Hanging Clothes

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

31.24. Balcony

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

31.25. Indoor Plants

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

31.26. Maintain Garden

The RENTER agrees to maintain any garden at or adjacent to the premises let, including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and, so far as is reasonably possible, free of garden pests and properly watered. *(If applicable to the premises let.)*

31.27. Maintain Water Feature

The RENTER must comply with any government watering restrictions in place, from time to time, when watering any garden. It is the responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy, taking into account fair wear and tear.

31.28. Maintain Water System

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in at the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER, the AGENT, or their contractors.

31.29. Pools and Water Features

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

31.30. Notify Blockages

The RENTER must, as soon as practicable, notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

- (a) No item that could cause a blockage, including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper, may be flushed down the sewerage, septic, stormwater or drainage systems.
- (b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

31.31. Maintain Filters

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual for cleaning instructions on the filters. The RENTER may have to cover the cost of service on any future problems with the units if this is caused by the cleaning not being undertaken.

31.32. Protection Against Damage

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be on the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

31.33. Floor Protection

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of furniture to protect the floorboards from scratching.

31.34. Smoke Free Zone

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

- (a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.
- (b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

31.35. Heaters Products

The RENTER shall not keep or use any portable kerosene heaters, any burning heaters, or heaters of a similar kind in the premises let.

31.36. Fireplace Use

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

31.37. Smoke Alarm Detectors

The RENTER must:

- (a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
- (b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

31.38. Vehicle Parking

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

31.39. Parking Permit

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make an independent arrangement for the parking of any vehicle.

31.40. Registered Vehicle

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

31.41. Mechanical Work

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles on or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts, bodies, or other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to its original condition forthwith.

31.42. Replace Light Features

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

31.43. Registered Pets

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 30. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

- (a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.
- (b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

31.44. Pets Responsibility

The RENTER acknowledges that

- (a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.
- (b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

31.45. Pet Request

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

31.46. Pests Control

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

- (a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- (b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 25.

31.47. Changing Locks

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

- (a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
- (b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
- (c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

31.48. Lost Keys

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

31.49. Additional Keys

The RENTER acknowledges that should the RENTER wish to order any additional key, remote control, or other access device for the premises let, it will be at the expense of the RENTER, including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

31.50. Breakage Incident

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where the breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

31.51. Premises Let Alterations

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

- (a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
- (b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition, including (but not limited to) removal of the object affixed when the tenancy is terminated.
- (c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
- (d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

31.52. Premises Let Maintenance

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

- (a) the RENTAL PROVIDER will use its best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
- (b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
- (c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

31.53. Urgent Repairs

The RENTER acknowledges that the AGENT is authorised to attend urgent repairs to a maximum of \$2,500, including GST, and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided in clause 10 or the approved Emergency Contact before any urgent repairs are completed.

Please refer to the booklet "Renting a Home – A guide for Renter" as provided for classification of urgent repairs.

31.54. Writing Maintenance Request

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs', are required in writing to the AGENT address outlined in clause 3.

31.55. Cost of Repairs of the Premises Let

The RENTER shall be liable for the cost of repairing the damage they caused, and the RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by the RENTER to the premises let.

Part E.3. Expiration Stage

31.56. Notice of Expiration

The RENTAL PROVIDER may issue a notice to vacate in accordance with the Act during the term of this Agreement, and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

31.57. Notice of Possession

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accordance with the Act requiring vacant possession on the expiry of this Agreement.

31.58. No Promise of Renewal

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

31.59. Notice of Intention to Vacate

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

31.60. Periodic Tenancy

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

31.61. Break Lease

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

- (a) immediately inform the AGENT in writing of their desire and ask them to find an acceptable person/person willing to lease the premises let;
- (b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:
 - the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
 - the advertising costs of \$400 inclusive GST or as on the advertising fees schedule, whichever is higher, as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let is fully or partially furnished, the RENTER agrees to pay the Inventory List fee of \$385 inclusive of GST, as incurred to produce the premises let transition Condition Report, and

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- if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement, subject to legal requirements.
- (c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy, whichever first occurs; and
- (d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

31.62. Public Notice and Access

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

- (a) to put on the premises let a notice 'to let' during the last month of the term of this Agreement.
- (b) to put on the premises let a notice 'for sale' or 'auction' at any time during the term of this Agreement.
- (c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 29.

31.63. Removal of Personal Belongings

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

31.64. Modifications Restoration

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

31.65. Window Cleaning

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

31.66. Carpet Cleaning

If required in order to return the premises let to the state evidenced in the condition report (*where carpets are steamed cleaned prior to commencement*), the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

31.67. Cost of Rectification

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

31.68. Cost of Replacements

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

31.69. Cost of Pet Damage

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

31.70. Cost of Cleaning

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

31.71. Return Keys

- (a) The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that
- (b) The RENTER acknowledges that the rent on the premises let is payable until all keys and any remote controls are delivered.

Part E.4. General Provision

31.72. Residential Tenancy Database

The AGENT will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by the AGENT, subject to the Act Section 439 (l).

31.73. Occupant of the Premises Let

The RENTER agrees that the person or persons who sign the Rental Agreement, together with their dependent children, are to be the ONLY occupants of the premises let.

31.74. Contents Insurance

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER take out contents insurance to cover their possessions adequately.

31.75. No Invalidating Insurance

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

31.76. Loss or Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

31.77. Injury and Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

31.78. Rent Payment

The RENTER agrees:

- (a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
- (b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
- (c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
- (d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- (e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

31.79. Rent Increase Notice

The RENTAL PROVIDER must not increase the rent more than once every 12 months according to clause 28.

- (a) The RENTAL PROVIDER may, in accordance with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.
- (b) The RENTAL PROVIDER will specify the amount of the increase and how the rent increase is calculated in the notice.
- (c) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

31.80. Cost of Repairs of the Furniture, Fittings, and Chattels

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it resulting in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

31.81. Electronic Notices

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilising an electronic signature.

- (a) The RENTER consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.
- (b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.
- (c) If the RENTER has not consented to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

31.82. Change of Electronic Address

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

31.83. Withdrawal of Consent

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

31.84. Notice of Entry

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 29:

- (a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;
- (b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;
- (c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;
- (d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- (e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
- (f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and the provider further states that at least seven days' written notice has been given to the RENTER.

31.85. Change of Renter

If the RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must, as soon as practicable, notify the RENTAL PROVIDER or AGENT in writing and comply with clause 27.

31.86. Obligation of Renter of Transfer

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charges incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER's default or due to the event in clause [31.88](#).

31.87. Process of Transfer

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

- (a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
- (b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of \$299 (including GST) or 0.55 weeks' rent (including GST), whichever is greater per transfer or change event, and
- (c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of \$15 plus GST on each new applicant.

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- (d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.

The transfer will take in place until the new Agreement is binding and unconditional.

31.88. Assignment and Sub-Letting

The RENTER assigns the tenancy or sub-let contrary to clause 27, or the RENTER abandons the premises let, the RENTER agrees:

- (a) to reimburse the RENTAL PROVIDER'S expenses, including:
- the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that is incurred by the RENTAL PROVIDER at the beginning of the tenancy, divided by the term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
 - the advertising costs of \$400 inclusive GST or as on the advertising fees schedule, whichever is higher, as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let is fully or partially furnished, the RENTER agrees to pay the Inventory List fee of \$385 inclusive of GST, as incurred to produce the premises let transition Condition Report, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement, subject to legal requirements.
- (b) To be responsible for paying rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement, whichever first occurs; and
- (c) Leave the premises let in a clean as in clause 11, and undamaged state as on the condition report per clause 13.

31.89. Administration Fee for Additional Keys

- (a) The RENTER agrees to pay for additional keys for the non-registered RENTER as listed in the Agreement or for any keys lost due to the RENTER's negligence.
- (b) The RENTER agrees to pay the AGENT's administration fee (*non-reimbursable*) as in clause [31.90](#) and any Owners' Corporation Administration fee (if applicable) for the additional keys.
- (c) The RENTER agrees to return all keys as provided, including any additional keys, at the end of the tenancy.

31.90. Standard Administration Fee

The RENTER agrees to pay in advance the administration fee for any extra services that fall outside the standard services level of the AGENT, in the amount of \$39.60 (inclusive of GST) per processing service, excluding the RENTER's transfer processing fee as outlined in clause [31.87](#).

31.91. Failure to Comply

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated in the Act.

31.92. Enforcement of the Agreement

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

31.93. Severability

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

31.94. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum, which shall form part of this Agreement.

- (a) The Act means the Residential Tenancies Act 1997, including any subordinate regulations,
- (b) The Schedule means the schedule to this Agreement,
- (c) The Addendum means the additional terms to this Agreement,
- (d) The Agreement means this document, incorporating the Schedule, and
- (e) All attachments are in the Appendix or the digital link to this document.

31.95. Amendment of the Agreement

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let, and the RENTER will be bound by such rules and regulations of the Act.

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32. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing, you must read **Part D – Rights and Obligations** in this form, which outlines your rights and obligations.

RENTAL PROVIDER

Oct 17, 2025



Verrel Bramasta (Oct 17, 2025 11:32:40 GMT+11)


*Signature of AGENT
on behalf of the
RENTAL PROVIDER*

Verrel Bramasta
Name

Date

RENTER(S)

Oct 17, 2025



Luse Ruth Tofete (Oct 17, 2025 13:06:28 GMT+11)

Signature of RENTER 1

Luse Ruth Tofete
Name

Date

Signature of RENTER 2

Oct 17, 2025



Michael Tofete (Oct 17, 2025 13:06:28 GMT+11)

Michael Tofete
Name

Date

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
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RESIDENTIAL RENTAL AGREEMENT**

Appendix

1. [Privacy Collection Notice](#)
2. Rental Disclosure Statement
3. [Emergency Contact Details](#)
4. Owners Corporation Rules (as the case may be)
5. Building Moving-in Guidelines (as the case may be)

Prepared on: 17 October 2025



Rates Correspondence
 Wyndham City
 PO Box 197
 Werribee Victoria 3030
 www.wyndham.vic.gov.au
 mail@wyndham.vic.gov.au
 ABN: 38 393 903 860

General Enquiries
 1300 023 411

Customer Service Centres
Civic Centre Mon - Fri 8.30am - 5pm
Point Cook Community Learning Centre
 Mon - Fri 9am - 5pm
Tarneit Community Learning Centre
 Mon - Fri 9am - 5pm
Manor Lakes Community Learning Centre
 Mon - Fri 9am - 5pm

Instalment Notice 2025 - 2026

1 July 2025 - 30 June 2026



023-3018 (38234)
E

E V Oey & H Lim
 C/- Xynergy Realty
 114-116 Queen Street
 ALTONA VIC 3018

Assessment
Number
244826

Due Date
28/02/2026

Bank Reference
Number
2311028

Issue Date
03/02/2026

244826



PROPERTY LOCATION AND DESCRIPTION
 V 12226 F 470 L 1522 PS 820473 Tarneit Parish
29 Patterdale Street TARNEIT VIC 3029
 AVPC Code: 110

3RD INSTALMENT NOTICE

Instalment Amount Due **\$579.00**

Total Amount Due \$579.00

**ARREARS
OUTSTANDING**



**1st Instalment
30/09/2025**

\$0.00

**2nd Instalment
30/11/2025**

\$0.00

**3rd Instalment
28/02/2026**

\$579.00

**4th Instalment
31/05/2026**

\$579.00

If you are having any difficulties making your instalment payment please contact Council on 1300 023 411.



Go Green! Have your Rates
Notice delivered by email.

Sign up at EzyBill at <https://wyndham.ezybill.com.au>



Payments received after 01/02/2026 will not be shown on this notice.

244826



579.00



Assessment No. 244826

Name E V Oey & H Lim

Address 29 Patterdale Street
TARNEIT VIC 3029

3rd Instalment by
28/02/2026
\$579.00

To pay visit: www.wyndham.vic.gov.au or turn over the page for more options



Instalment *396 2311028 \$579.00

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)
 Please note as of 1st July 2025, an admin fee of \$19.40 will apply per notice for any requests for copies of notices.

Appeal against rates

If you do not agree with a rate or charge and believe that:

- (a) a rate has been declared in respect of non-rateable land;
- (b) the rate or charge assessment has been incorrectly calculated; or
- (c) the wrong person has been levied with the rate or charge,

please contact Council's Rating Services Unit on 1300 023 411 to discuss the matter further.

If you are not satisfied with the outcome of your enquiry you may, within 60 days of receiving this notice, appeal to the County Court under section 184 of the *Local Government Act 1989*, and notify Council in writing of your intention to appeal.

Notice of valuation

Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2025 for the 2025 general valuation.

Council's general valuation may be used by other rating authorities to assess rates and taxes. The State Revenue Office (SRO) uses the general valuation to assess land tax. Further information on this use can be found on the SRO website (www.sro.vic.gov.au).

Objection against valuation

Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objections Portal on the Land Use Victoria website, and must set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 60 days of the issue date of this notice. Please contact Rating Services Unit on 1300 023 411 to discuss your appeal.

The lodging of an objection does not constitute grounds for non-payment of the council rate as assessed on this notice. Payment is required to be made by the due date pending the outcome of any objection.

Capping of Council rates

Council has complied with the Victorian Government's rates cap of 3.0 per cent. 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—

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Payment of rates

Council has declared that rates and charges are to be paid by instalments. If you prefer to make a single full payment, this must be done by the first instalment due date to avoid any penalty interest. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

1. Legal costs owing (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing (if any)

Arrears and late payments

Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: www.wyndham.vic.gov.au for Council's Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at the rate set by the Penalty Interest Rates Acts 1983, from the due date of each overdue instalment unless a payment plan is in place. The current penalty interest rate is 10%.

Council may refer any arrears balance to a debt collection agency and commence legal action for its recovery. Please contact Council to discuss payment plan options if you are experiencing difficulty in making payment.

Pensioner rebate

Pensioner Concession Card holders may be entitled to a rebate on rates, charges and the Emergency Services Volunteer Levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.

Please note: Health Care Cards are not accepted for pensioner rebates.

Financial hardship

If you are experiencing financial hardship, please contact Council's Rates Collections team on 1300 023 411 to discuss payment plan options.






Updating details

If the postal information on this notice is incorrect, please update your details by completing an online form at www.wyndham.vic.gov.au. If you cannot update your details online, please contact Council on 1300 023 411.

Privacy statement

Your personal information is being collected by Wyndham City Council for the purpose of identifying you when communicating with Council and for the delivery of services and information. The personal information will be securely stored in Council's Customer Database. We will not disclose your personal information without your consent, except where required or authorised to do so by law. The personal information will be handled in accordance with the Privacy and Data Protection Act 2014 and Council's [Privacy Policy](http://www.wyndham.vic.gov.au/privacy-policy), available at www.wyndham.vic.gov.au/privacy-policy. You may contact Council with concerns about the privacy of your personal information at mail@wyndham.vic.gov.au

Please contact Council's Rating Services Unit on 1300 023 411 with any enquiries.

METHODS OF PAYMENT *American Express now accepted*			
<p>Online </p> <p>www.wyndham.vic.gov.au Quote your Bank Reference Number shown on the front of this notice. MasterCard, Visa & American Express accepted.</p>	<p>BPAY BPAYVIEW</p> <p>Contact your participating financial institution to make a payment.</p> <p>Biller Code 76869 Reference number 2311 028</p>	<p>Australia Post</p> <p> Post Billpay</p> <p>In-store:- Present this account & your payment in-store at Australia Post. Cash, cheque, EFTPOS, Credit Card accepted. By phone:- 131816 Credit Card accepted. Online:- auspost.com.au/postbillpay Credit Card accepted.</p> <p>Billpay Code 0396 Reference number 2311 028</p>	<p>Payment in Person </p> <p>Pay in person at any Wyndham City Customer Service Centre.</p> <p>Civic Centre Mon – Fri 8.30am – 5pm Point Cook Community Learning Centre Mon - Fri 9am - 5pm Tarneit Community Learning Centre Mon - Fri 9am - 5pm Manor Lakes Community Learning Centre Mon - Fri 9am - 5pm</p> <p>Please note:- Community Learning Centres accept card payment only.</p>
<p>Direct Debit </p> <p>To apply, please download and complete a Direct Debit Application Form visit: www.wyndham.vic.gov.au Complete and return via: Mail: PO Box 197 Werribee, Victoria 3030 Email: mail@wyndham.vic.gov.au In Person: Civic Centre, 45 Princes Highway, Werribee.</p>	<p>Mail </p> <p>Mail this slip with cheque or money order to:-</p> <p>Wyndham City PO Box 197 Werribee Victoria 3030</p> <p>Please note: Receipts will not be issued.</p>		



Greater Western Water

ABN: 70 066 902 467

36 Macedon Street
Sunbury VIC 3429 Australia

Locked Bag 350 Sunshine Vic 3020

www.gww.com.au

Telephone 134 499

Facsimile (03) 9102 7490

MRS E V OEY & MR H LIM
XYNERGY REALTY ALTONA
114 -116 QUEEN ST
ALTONA VIC 3018

31 October 2024

Hello,

We're sorry your bill is late

Your water bill has been delayed due to technical issues with our new billing system. We're sorry for any inconvenience this has caused.

We've waived some charges

We've waived all unbilled usage charges from before 1 April 2024. This includes water, sewer and recycled water usage. We've applied this to your bill as a "delayed bill adjustment".

You have more time to pay

We're giving you four months to pay, so you have more time and flexibility to manage this larger bill.

Your next bill may also be delayed

Your bill that usually comes between September and December may also be late. If it is late, you will have more time to pay. By early next year, we expect that our billing cycle will be back to normal, and you will receive your bills as usual.

We're here to help

Please contact us if you need assistance or have any questions. We can help with financial support, including payment plans and support programs. Visit **gww.com.au/financial-support** to learn more or call us on 13 44 99 if you'd like to discuss your options.

If you're calling our customer service team, please bear with us as we're experiencing longer than usual wait times. Our team is committed to helping you and we appreciate your patience and understanding.

Feedback and complaints

To give us feedback or make a complaint, fill in our online form **gww.com.au/contact-us** or call us on 13 44 99. If you're unhappy with our response, you can contact the Energy and Water Ombudsman by visiting **ewov.com.au**

Kind regards,

Rohan Charrett

General Manager, Customer Experience



MRS E V OEY & MR H LIM
XYNERGY REALTY ALTONA
114 -116 QUEEN ST
ALTONA VIC 3018

Account number

48164 30000

Tax Invoice 481162545442

Date of issue 29 Oct 2024

Service address

29 Patterdale Street, Tarneit
VIC, 3029

Amount to pay

\$180.63

Previous bill	\$148.53
Payments received	-\$148.53
Balance	\$0.00
Current charges	\$180.63
Total charges	\$180.63

Pay by

03 Mar 2025

**Having trouble
paying your bill?**

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

Please see page 2 for detailed information

You are required to check your recycled water connection every year or when you carry out plumbing works. Find out more at <https://www.gww.com.au/water-waste/recycled-water/checking-your-recycled-water-connection>.

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **48164300005**
Go to bpay.com.au

© Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at gww.com.au or
call **13 44 99**



Australia Post

Billpay code: **0362**
Ref: **0481 6430 0001**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via AusPost app

Centrelink

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
48164 30000



Usage and charges

Outstanding balance		\$0.00	
Your network charges ¹			
	Charge period	Amount	
Water	01/07/2024 - 30/09/2024	\$55.52	
Sewage	01/07/2024 - 30/09/2024	\$72.36	
Total network charges		\$127.88	
Other charges and adjustments			
	Charge period	Net annual value (NAV)	Rate in Minimum Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/07/2024 - 30/09/2024	\$5,490.00	\$30.77
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/07/2024 - 30/09/2024	\$5,490.00	\$21.98
Total other charges and adjustments		\$52.75	
Your total charges		\$180.63	

From July 1 2024, our prices changed in line with adjustments approved by the Essential Services Commission, the independent economic regulator of Victoria's water industry. To learn more about our price changes, visit gww.com.au.

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkcharge

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

We've recently updated our Customer Charter. Read about the changes at gww.com.au

Your charges explained

- 1. Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquires and support (8:30am to 5pm, Monday to Friday)

Faults and emergencies (24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a concession

if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

Our prices and charges have changed.

Learn more about what your bill pays for at gww.com.au/prices



How to read your water bill

We've designed your Greater Western Water bill so it's easy to read.

The first page of the bill has important information like personal details, bill amount and due date.

Your details

Your 10 digit account number, address, the invoice number and date of issue.

Greater Western Water
11 54516251 32 57 38 54
Sam Sample
123 Sample St
Sampletown
VIC 3000

Account number
12345 67890

Tax invoice 597081628
Date of issue 02/10/24
Service address
123 Sample St,
Sampletown,
VIC, 3000

Amount to pay
\$272.04

Previous bill	\$223.89
Payments received	-\$230.00
Balance	\$6.31CR
Current charges	\$278.15
Total charges	\$272.04

Government concession applied
Please see page 2 for detailed information

Pay by
23 Oct 2024

Having trouble paying your bill?
Call us on 13 44 99 or visit gww.com.au/accounts-billing

Drinking water
Average daily use **400L**
Average daily spend **\$4.06**
Average daily water use this time last year **511L**

Your household water usage

Period	Average total water usage (litres per day)
Jul 23-Sep 23	511L
Oct 23-Dec 23	322L
Jan 24-Mar 24	319L
Apr 24-Jun 24	435L
Jul 24-Sep 24	400L

You are required to check your water cross-connections annually or during plumbing works.

Payment options

Greater Western Water ABN 70 066 902 467

- Direct debit**
Set up direct debit at gww.com.au or call 13 44 99
- BPAY**
Billers code: 1234
Ref: 12345678990
Go to bpay.com.au
- Credit card**
Pay by credit card at gww.com.au or call 13 44 99
- Post Billpay**
Australia Post
Billpay code: 1234
Ref: 1324 5678 9909
Pay at any post office, by phone 13 18 16, at postbillpay.com.au, or via AusPost app
- Centrepay**
Make regular deductions from your Centrelink payments.
Call 13 44 99 or visit centrelink.gov.au
Greater Western Water reference: 555-054-071-L
Your account number: 12345 67890

Page 1 of 2

Amount to pay

The current amount due, including the balance of the previous bill and any payments received.

Pay by

The bill due date.

Household water usage

This table shows how much water has been used during this billing period and compares usage to previous billing periods. It's a great way to track how much water is being used.

Payment options

A list of the different ways to pay the bill.

How to read your water bill

The second page of the bill has more details about usage and charges.

Usage and charges

Detailed water usage and charges for this bill and previous bill, plus the water meter number and network charges. Find out more about our prices and charges at gww.com.au/charges

6 Usage and charges

Outstanding balance **\$6.11CR**

Your water usage ¹

Meter no.	Bill days	Previous read	Current read	Usage kl.	Rate \$/kl.	Amount
MAF342343	86	1522	1548 (E)	38,000		
Meter read date: 30/09/24						

Water consumed

Usage Step 1 (01/04/24 to 30/06/24)	26,000	\$2,0967	\$54.51
Usage Step 2 (01/04/24 to 30/06/24)	14,000	\$2,3071	\$32.30

Total water consumed 40,000 \$86.81

Sewage disposal

01/04/24 to 30/06/24	28.39	\$0.7647	\$21.71
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Total usage \$108.52

Your network charges ²

	Size	Charge period	Amount
Water	20mm	01/07/24 - 30/09/24	\$51.49
Sewerage		01/07/24 - 30/09/24	\$55.08

Total network charges \$106.57

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum	Charge (\$)
Waterways ³ For Melbourne Water	01/07/24 - 30/09/24				\$26.39
Parks charge ⁴	01/07/24 - 30/09/24	\$5,831	0.004860	\$81.60	\$81.60
Pensioner concession					\$44.93

Total other charges and adjustments \$63.06

Your total charges \$278.15

(E) This is an estimated reading because we could not access your meter.

Privacy Policy

Greater Western Water actively complies with the Privacy and Data Protection Act (Vic) 2014 and is committed to protecting the privacy and personal information of our customers. Access our Privacy Policy at gww.com.au/privacy or email contact@gww.com.au to update the personal information you have supplied to us.

Your charges explained

1. 1 Kilolitre (kL) = 1000 Litre (L)

Water usage calculation
Step 1: 0 to 440 litres per day
Step 2: 441 to 880 litres per day
Step 3: Over 880 litres per day

Recycled water is calculated on the amount of Class A water you use.

2. Water and sewerage **network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes.

3. The **waterways charge** helps Melbourne Water to keep our drinking water healthy and protected.

4. The **parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails and zoos.

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquiries and support
(8.30am to 5pm,
Monday to Friday)
Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay service

7 Your charges explained

These explanations give you more information about each of the charges in the table. The explanations and table sections are numbered so you can find the information you need.

8 We're here to help

Here's how you can get in touch if you have any questions or need support paying your bill. You will also find information here about getting help in different languages and the National Relay Service.

For more information, visit gww.com.au/yourbill

Milestones in supporting our region

Welcome to your new-look bill. You told us that our bills could be easier to read and understand, so we've improved the design in response to your feedback. You'll find more information in the attached bill explainer.

We're making other improvements, so you have a better customer experience. We've launched My GWW, giving you more control to manage your water account online, when it suits you. We've also introduced multifactor authentication as a further step to keep your information safe online. You can register for My GWW today.

Our price submission has been approved by the Essential Services Commission, which means prices will stay stable for the next four years. Our new prices started on 1 July.

While we're planning and delivering important upgrades for the future, we are also committed to ensuring prices for your water and sewerage services remain fair today.

Maree



Maree Lang
Managing Director
Greater Western Water

Our new prices started 1 July

The Essential Services Commission has issued their final decision on our price submission. Our new prices keep your bills stable and started 1 July.

Our price submission is a four year plan for the prices you will be charged, the level of service you can expect and the investments we will make.

Read our price submission at gww.com.au/pricesubmission



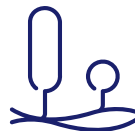
Making the parks charge more manageable

For property owners who receive a parks charge, we're now spreading it across four bills rather than charging it annually. It will still be listed separately on your bill so you can see how much it is.

This change in the parks charge started from 1 July and will make it easier to manage payments in quarterly instalments.

We collect the parks charge on behalf of the Department of Energy, Environment and Climate Action. The charge helps maintain our iconic parks, zoos, trails and waterways and the Shrine of Remembrance.

For more information, visit parks.vic.gov.au/parks-charge



Use Property Plus to manage your renovation

We've moved to a single hub for plumbing and development applications and bookings. If you're an owner-builder, Property Plus is your place to make a range of applications and service bookings online safely and securely.

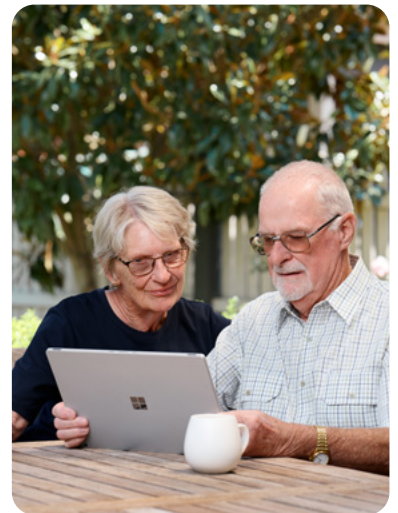
For more information, go to gww.com.au/propertyservices



Your new-look water bill

You'll notice your water bill looks a bit different. We've improved the design of your bill so it's easier to understand your water usage and other charges.

Some details might be in a different place than you're used to. To help you navigate your new bill, there's a handy bill explainer attached and available at gww.com.au/yourbill



My GWW is your new online account

You told us that you'd like more control of your water account online, to help you do things like pay your bill, and update your details and payment methods. Your new online account is called My GWW and it gives you more flexibility to manage your water account online.

To keep your information safe, you'll need to register for My GWW using your new account number and the contact details you've already given us. You can find your new account number on your latest bill.

You will also set up a new password. We've introduced multifactor authentication, which means there will be extra checks to prove your identity when you access your account. This will help keep your information safer online.

If you're ever unsure it's us contacting you, you can confirm the information at gww.com.au or by calling **13 44 99**.



Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

What our first price submission means for you

This is our first price submission as Greater Western Water. As part of our price submission, we heard from our customers and community to make sure our plans and priorities reflected your values. Together we established five customer outcomes that focus our work, which we will report on twice a year:

1. Your water is safe, consistent and resilient.
2. When things go wrong, we fix them.

3. We support our diverse communities and customers.
4. We enable growth and help businesses thrive.
5. We heal and care for Country.

You also told us that you might need more assistance paying your water bills in the next few years, so we're increasing funding for our customer support programs and services so you can get help when you need it.

Learn more about what our price submission means for you at gww.com.au/pricesubmission



Our Reconciliation Action Plan one year on



Since the launch of our first Reconciliation Action Plan (RAP) as Greater Western Water, we've made significant steps towards our vision for reconciliation.

In the first year of our RAP, we've met with First Nations and Traditional Owner organisations to develop partnerships and improve outcomes for First Nations peoples. We've reviewed processes to remove barriers to First Nations peoples' participation in the workplace.

We've shared these process improvements with our partners who have used this knowledge to start their own programs, like Yambuk Labour & Traffic Solutions, who started a traineeship program for First Nations employees.

Learn more about our work with First Nations peoples and our vision for reconciliation at gww.com.au/firstnations

Preserving our precious resource

Our water supplies are predicted to remain high for the year ahead, thanks to heavier than expected rainfall, but we still need to do everything we can to protect our precious resource.

As Melbourne grows, we'll use more water than rainfall alone can provide. In the long term, we can expect warmer and drier conditions, which may impact supplies in

the future. Continue to find ways to use less water and aim for 150 litres of water per person per day. You can do your bit by:

- having a shorter shower
- checking for leaks in your home
- choosing water efficient appliances.

For more water saving tips, visit gww.com.au/savingwater



Car wash's unexpectedly high bill solved



Recently, our trade waste team worked closely with Zac, the General Manager of Magic Hand Car Wash, who opened a subsidiary brand Perfect Car Wash in Tarneit. Zac wanted to understand why the business' first bill was higher than expected.

After launching 18 months ago to an eager customer base, the car wash's water use increased to a level that Zac hadn't seen across the entire Magic Hand Car Wash network.

'The volume of cars was massive and so the volume of water used was unprecedented for us. Tarneit was really busy from day one of trade, more so than any other store we've opened,' Zac said.

All Magic Hand Car Washes are built with sustainability in mind. Power is delivered

through solar panels and the car wash recycles a lot of water, which means they rely less on drinking water. Recycling the water also means less wastewater is sent to the sewerage network. Despite these sustainability measures, their bill was still more than they expected, in comparison to their other sites.

'I reached out to the team at Greater Western Water to try and get a better outcome for our business,' said Zac.

We worked with Zac to monitor the amount of trade waste the car wash was generating and make sure that their water account reflected the actual amount of water being sent to our sewerage network, ultimately reducing their bills.

Contact us

Call **13 44 99**

Visit gww.com.au

 @greaterwesternwater

 @greaterwesternwater

 @GWWVic

 @greaterwesternwater

Property Clearance Certificate

Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference: LD:79652678-010-5.HN -26/39

Certificate No: 97733078

Issue Date: 16 FEB 2026

Enquiries: MXH10

Land Address: 29 PATERDALE STREET TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: ELFRIDA VANESSA OEY & HENDERSON LIM

Purchaser: TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Comments: Refer to attachment

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

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$690,000
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SITE VALUE (SV):	\$340,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$44,705.13
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Notes to Certificate - Land Tax

Certificate No: 97733078

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,470.00

Taxable Value = \$340,000

Calculated as \$1,350 plus (\$340,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,900.00

Taxable Value = \$690,000

Calculated as \$690,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97733078

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 97733078

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 97733078

Land Address: 29 PATERDALE STREET TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47524291	1522	820473	12226	470	\$44,705.13

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR HENDERSON LIM	2026	\$340,000	\$15,070.00	\$0.00	\$13,395.56
MR HENDERSON LIM	2025	\$355,000	\$15,715.00	\$1,419.14	\$17,134.14
MR HENDERSON LIM	2024	\$320,000	\$14,210.00	\$715.57	\$4,775.57
MR HENDERSON LIM	2023	\$310,000	\$6,595.00	\$1,030.81	\$7,625.81
MR HENDERSON LIM	2021	\$250,000	\$5,275.00	\$266.90	\$1,774.05

Comments: Land Tax of \$15,070.00 has been assessed for 2026, an amount of \$1,674.44 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 47524291 \$44,705.13

Total: \$44,705.13

Property Clearance Certificate

Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:79652678-010-5.HN -26/39776
Certificate No:	97733078
Issue Date:	16 FEB 2026
Enquires:	MXH10

Land Address: 29 PATERDALE STREET TARNEIT VIC 3029

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47524291	1522	820473	12226	470	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$690,000
SITE VALUE:	\$340,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97733078

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

Your LD:79652678-010-5.HN -26

Reference: /39776

Certificate No: 97733078

Issue Date: 16 FEB 2026

Land Address: 29 PATTERDALE STREET TARNEIT VIC 3029

Lot	Plan	Volume	Folio
1522	820473	12226	470

Vendor: ELFRIDA VANESSA OEY & HENDERSON LIM

Purchaser: TBA

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick

Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 97733078

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 97733075</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 97733075</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: ELFRIDA VANESSA OEY and HENDERSON LIM

PROPERTY: 29 PATTERNDALE STREET TARNEIT VIC 3029

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):.....HSBC BANK AUSTRALIA LTD

of:..

(b) Amount secured \$.....
Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....
(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.
Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)