

PMP CONVEYANCING SERVICES
Address: 369 Highlander Drive,
Craigieburn VIC 3064
Phone: 0425 695 792

VENDOR: RAAKHEE SHARAD
NAGAONKAR

PROPERTY:
19 FREIDRICH
STREET,
WOLLERT

CONTRACT OF SALE OF REAL ESTATE

Address: Property: 19 Freidrich Street, Wollert VIC 3752

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.

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 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% of the purchase price. A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot. The value of the lot may change between the day on which you sign this contract of sale and the day on which you become the registered proprietor.

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** that is in accordance with Division 2 of Part II of that 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 an agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....on/..... /2025

Print name(s) of person(s) signing:

State nature of authority if applicable (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/..... /2025

Print name of person signing RAAKHEE SHARAD NAGAONKAR

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.

PARTICULARS OF SALE

VENDOR’S ESTATE AGENT

Redrok Real Estate
280 Broadway, Reservoir, VIC 3073
Phone: (03) 9462 1100
Email:

VENDOR

RAAKHEE SHARAD NAGAONKAR
Property: 19 Freidrich Street, Wollert VIC 3752

**VENDOR’S CONVEYANCER
OR LEGAL PRACTITIONER**

PMP CONVEYANCING SERVICES PTY LTD
of 369 Highlander Drive, Craigieburn VIC 3064
Tel: +61 425 695 792
Ref: PD:SF4128(19 FREIDRICH) RAKHEE Email:

priya@pmpconveyancing.com.au

PURCHASER

of:

**PURCHASER’S CONVEYANCER
OR LEGAL PRACTITIONER**

of:
Tel: Fax:
Ref: Email:

PROPERTY ADDRESS

The address of the property is Property: 19 Freidrich Street, Wollert VIC 3752

LAND (General Conditions 3)

The land is –
Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 12313 Folio 498	151	822274C

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f)) all fixed floor coverings, electric light fittings, window furnishings, and all fixtures and fittings of a permanent nature. but exclude the
Please note that not all fixtures are included in the sale of the property. The following items are excluded and will not be sold with the house: Bookshelf & Mirror.

PAYMENT

(General Condition 10)

Price \$

Deposit \$ By (of which \$..... has been paid)

Balance \$ payable at settlement

GST (General Condition 13)

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 10)

is due on/...../20.....

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 1.1)

At settlement the purchaser is entitled to vacant possession of the property

unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1,

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

TERMS CONTRACT

(General Condition 23)

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 23:

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

1. Auction Conditions

The following conditions apply to the sale by auction:

- (a) The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2004 or rules prescribed by regulation which modify or replace those rules, a copy of which are attached hereto.
- (b) Subject to the foregoing conditions the highest bidder shall be the Purchaser.
- (c) Forthwith after the property is knocked down to him the Purchaser shall sign this contract and pay the deposit in full.
- (d) and pay the deposit in full.

2. Pest Report

General condition 22 deleted and is replaced with the following:

This contract is conditional upon the Purchaser at their own expense obtaining a pest inspection report from a duly qualified pest inspector within 14 days from the date the purchaser signs the contract. The Purchaser may end the contract if 1(a) and (b) below are complied with within 14 days of the date the Purchaser signed the contract of sale and on the following basis:

The report shows a major pest infestation of any structure of the land;

A copy of the report together with a written notice formally ending the contract of sale is provided to the Vendors legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

3. Purchasers Acknowledgments

The property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisitions or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this contract.

The purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claim or demands in respect thereof. The purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the contract.

☒ 4. Spa Or Pool Notice

The Purchaser acknowledges that on and from the Day of Sale, it is solely responsible at its own cost for any compliance with any Spa or Pool Notice.

☒ 5. No Warranty Or Representation

The Purchaser further acknowledges and agrees:

4.1 the Vendor makes no warranty or representation in relation to the Spa or Pool, any safety barrier for the Spa/Pool or their compliance with the Building Regulations; and

4.2 the Purchaser must not:

(a) make any Claim or require the Vendor to take or refrain from taking any action because of any matter referred to in this Special Condition 4 & 5;

(b) require the Vendor to pay all or any part of the cost of complying with all Laws and the requirements of any Government Agency in respect of any matter referred to in this Special Condition 4 & 5; or

(c) delay settlement or refuse to settle by reason of any matter arising out of or in connection with this Special Condition 4 & 5.

☒ 6 . Dimensions of the Property

The Purchaser acknowledges and admits that he purchased the land as offered for sale and inspected by him is identical with that comprised within the said Certificate of Title and shall not make any requisitions or claim any compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may be disclosed by survey or otherwise or call upon the Vendor to amend Title or to bear all or any part of the costs of doing so.

☒ 7 . Payment

7.1 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.

7.2 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.

7.3 The Purchaser must pay all money other than the deposit:

(a) to the Vendor, or the Vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the Vendor or the Vendor's legal practitioner or conveyancer.

7.4 Payments may be made or tendered:

(a) up to \$1,000 in cash; 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.

7.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the Vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the Vendor must reimburse the Purchaser for the fees incurred.

7.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

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

7.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

7.9 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.

7.10 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.

☒ 8 . Acceptance Of Title

General condition 12.4 is added:

12.4 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.

☒ 9. Adjustments

9.1 The Purchaser agrees to provide copies of all certificates and other information used to calculate the adjustments. Failure to do so will cause delay to the Vendor providing cheque directions and the cost of delaying settlement will be at the Purchaser expense and is considered to be in default of the contract.

9.2 A statement of adjustments needs to be provided by the Purchaser to PMP Conveyancing at least 2 business days prior to settlement, any failure to do so, will cause the Purchaser to pay an administration fee to PMP Conveyancing of \$150 at settlement for the delay of receiving the statement of adjustments.

☒ 10. Notices

10.1 The Purchaser acknowledges 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.

10.2 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.

10.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

☒ 11. Bank guarantee

11.1 In this special 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 under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

11.2 The Purchaser may deliver a bank guarantee to the Vendor's legal practitioner or conveyancer.

11.3 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 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

11.4 The Vendor must return the bank guarantee document to the Purchaser when the Purchaser pays the amount secured by the bank guarantee.

11.5 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 to the extent of the payment.

11.6 Nothing in this special condition limits the rights of the Vendor if the Purchaser defaults under this contract or repudiates this contract.

☒ 12. Planning

The property is sold subject to any restrictions as to user imposed by law or by any authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

☒ 13. Due Diligence Checklist

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 statement prior to signing the contract of sale hereof.

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1. 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition “Section 32 Statement” means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3. The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order 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.
- 2.4. The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5. If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6. Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

- 3.1 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.
- 3.2 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.

4. Services

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.

- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable 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 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 S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) 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
- (b) if 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 does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

14. Loan

- 14.1 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.
- 14.2 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

- 15.1 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.
- 15.2 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.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;

- (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

23.1 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.

23.2 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.

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 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 24.2 at settlement.
- 24.5 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.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interest

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

27. Default notice

- 27.1 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.
- 27.2 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.

28. Default not remedied

- 28.1 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Annexure A
DIRECTOR'S GUARANTEE

We:

Of:

IN CONSIDERATION of you entering into the within contract of sale ("the contract") with the purchaser named and described in the Schedule hereto ("the purchaser") at the request of us, the persons named and described in the Schedule hereto ("the Guarantors"), we the Guarantors hereby jointly and severally **AGREE WITH AND GUARANTEE AND INDEMNIFY** you as follows:

1. The Guarantors shall pay you on demand by you all moneys payable pursuant to the contract which are not paid by the purchaser within the time prescribed in the contract for payment thereof whether demand for the same has been made by you on the purchaser or not.
2. The Guarantors shall observe and perform on demand by you all covenants conditions obligations and liabilities binding the purchaser with which the purchaser does not comply within the time prescribed in the contract for observance or performance thereof whether demand for such observance or performance has been made by you on the purchaser or not.
3. You may without affecting this Guarantee and Indemnity grant time or other indulgence to or compound compromise with or release the purchaser or any person or corporation liable jointly with the Guarantors or either of them in respect of any other Guarantee or security or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by you.
4. All moneys received by you from or on account of the purchaser including any dividends upon the liquidation of the purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by you in reduction of the indebtedness of the purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantors to stand in your place or claim the benefit of any moneys so received until the Guarantors have paid the total indebtedness of the purchaser.
5. In the event of the liquidation of the purchaser the Guarantors authorise you to prove for all moneys which the purchaser has paid under this contract and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have with the aid thereof been paid in full in respect of the indebtedness of the purchaser to you. The Guarantors in your favour waive all rights against you and the purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee and Indemnity.
6. Your remedies against the Guarantors are not to be affected by reason of any security held or taken by you in relation to indebtedness of the purchaser being void or defective or informal.
7. The Guarantors indemnify you against any loss you may suffer by reason of the purchaser having exceeded its powers or going into liquidation and, in particular, the Guarantors indemnify you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the purchaser goes into liquidation.
8. Any demand or notice under this Guarantee may be made in writing signed by you or by any Director or Manager or Secretary for the time being of you and (without prejudice to any other mode of service permitted by law) may be served on the Guarantors by prepaid registered letter addressed to their last known addresses in the State of Victoria. Any notice served by post shall be deemed to have been served the next business day after the date of posting.
9. For the consideration aforementioned and as a separate and severable covenant the Guarantors **HEREBY AGREE** to indemnify you not only against the non-payment by the purchaser of any moneys due under the contract (including interest due on overdue instalments or principal) but also against and in respect of all costs and charges and expenses whatever which you may incur by reason of any default on the part of the purchaser in relation to the contract.
10. This Guarantee and Indemnity shall not be determined by the death of any of us and shall bind our respective legal personal representatives and shall ensure for the benefit of you and your successors and assigns.
11. The expression "the Guarantors" shall wherever used in this contract mean the Guarantors or any of them and wherever the context permits shall refer to the Guarantors jointly and severally.

SCHEDULE

PURCHASER AND GUARANTOR DETAILS

**PURCHASER/S:
NAME ADDRESS**

**GUARANTORS:
NAME ADDRESS**

EXECUTION BY GUARANTORS

EXECUTION BY GUARANTORS

SIGNED by : **Date Signed**
.....
(Guarantor)

SIGNED by : **Date Signed**
.....
(Guarantor)

SIGNED by : **Date Signed**
.....
(Guarantor)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- 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.

(04/10/2016)

consumer.vic.gov.au/duediligencechecklist Page 19 of 20

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.

(04/10/2016)

Auction Rules

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

SCHEDULE 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND - SCHEDULE 5 Regulation 6

Meaning of vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if-

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules Sch. 5

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	19 Freidrich Street, Wollert 3752
-------------	-----------------------------------

Vendor's name	RAAKHEE SHARAD NAGAONKAR	Date 07/08/2025
----------------------	--------------------------	---------------------------

Vendor's signature		
---------------------------	---	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

Purchaser's name		Date / /
-------------------------	--	--------------------

Purchaser's signature		
------------------------------	--	--

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$5,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Are contained in the attached certificate.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

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

VOLUME 12313 FOLIO 498

Security no : 124126849894J
Produced 05/08/2025 03:10 PM

LAND DESCRIPTION

Lot 151 on Plan of Subdivision 822274C.

PARENT TITLES :

Volume 03682 Folio 253 Volume 08590 Folio 159 Volume 10310 Folio 978

Created by instrument PS822274C 21/06/2021

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

RAAKHEE SHARAD NAGAONKAR of 19 FREIDRICH STREET WOLLERT VIC 3750
AV903383S 28/07/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY459402N 02/10/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS822274C 21/06/2021

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

DIAGRAM LOCATION

SEE PS822274C 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: 19 FREIDRICH STREET WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 02/10/2024

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS822274C
Number of Pages (excluding this cover sheet)	6
Document Assembled	05/08/2025 15:10

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION	EDITION 1	PS 822274C
----------------------------	-----------	-------------------

<p>LOCATION OF LAND</p> <p>PARISH: MORANG</p> <p>TOWNSHIP: -</p> <p>SECTION: 16</p> <p>CROWN ALLOTMENT: 1 (PART)</p> <p>CROWN PORTION: -</p> <p>TITLE REFERENCE: C/T VOL 10310 FOL 978 VOL 8590 FOL 159 VOL 3682 FOL 253</p> <p>LAST PLAN REFERENCE: LOT 1 on TP 858238R LOT 1 on TP 372528P LOT 1 on TP 843630A</p> <p>POSTAL ADDRESS: 150, 130 & 100 BINDTS ROAD (at time of subdivision) WOLLERT 3750</p> <p>MGA94 CO-ORDINATES: E: 327 730 ZONE: 55 (of approx centre of land in plan) N: 5 835 580</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: 610222 Planning Permit Reference: 717388 PPARS SPEAR Reference Number: S152142V</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: 20/08/2020</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Angela Cuschieri for Whittlesea City Council on 26/05/2021</p> <p>Statement of Compliance issued: 09/06/2021</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</p>
---	---

VESTING OF ROADS AND/OR RESERVES	NOTATIONS
---	------------------

IDENTIFIER	COUNCIL / BODY / PERSON	Land being subdivided is enclosed within thick continuous lines. Lot 1 to 100 (both inclusive) have been omitted from this plan.
ROAD R-1 RESERVE No. 1	WHITTLESEA CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY. LTD.	
NOTATIONS		
DEPTH LIMITATION : 15.24 metres below the surface applies to Vol 10310 Fol 978 & Vol 8590 Fol 159		
SURVEY: This plan is based on survey STAGING: This is not a staged subdivision Planning Permit No. 717388 This survey has been connected to permanent marks No(s). PM422, PM42, PM48 In Proclaimed Survey Area No. -		

EASEMENT INFORMATION

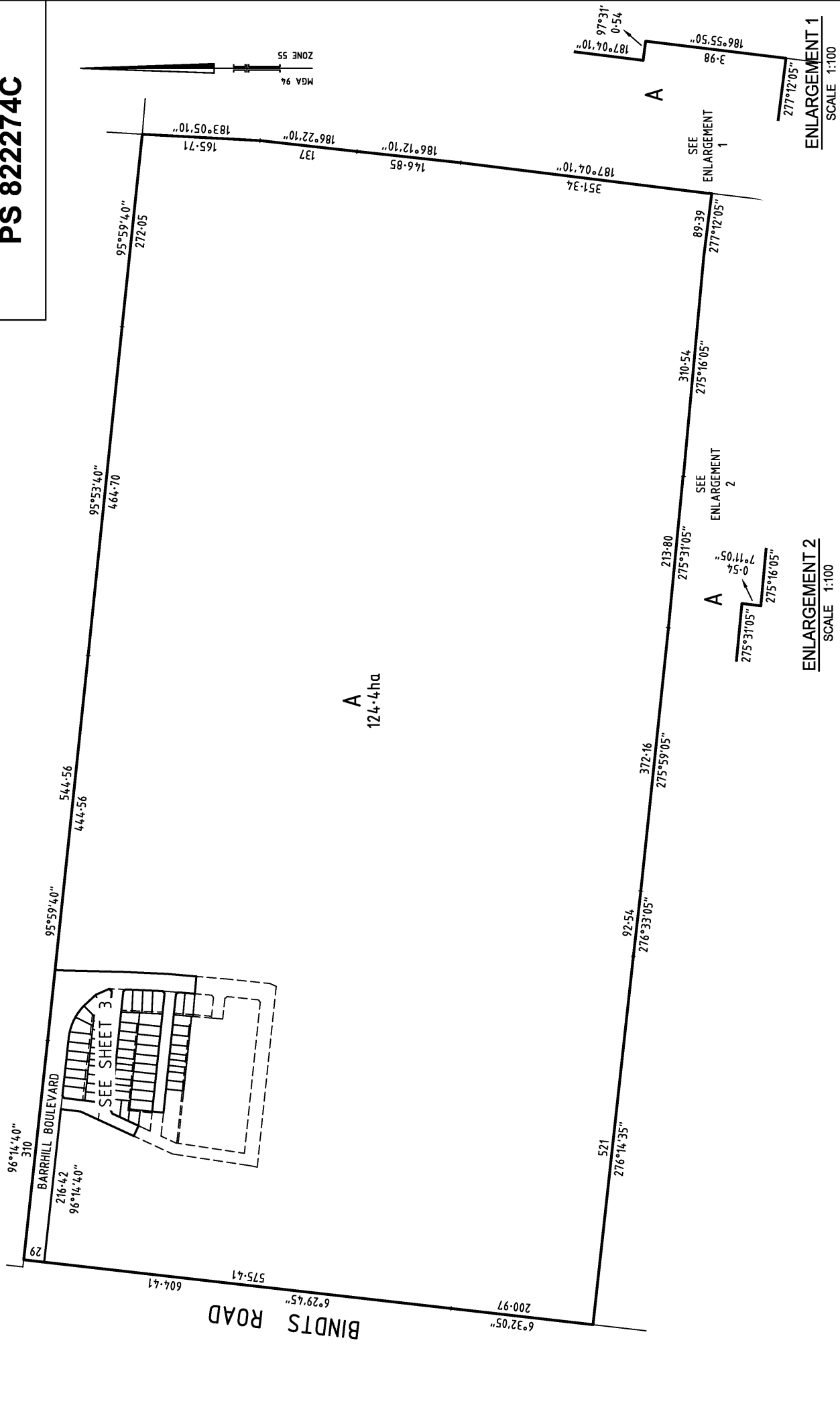
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
E-1	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL
E-2	SEWERAGE	2.50	THIS PLAN	YARRA VALLEY WATER CORPORATION
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	WHITTLESEA CITY COUNCIL

RIVERHILLS ESTATE - STAGE 1 (61 LOTS)	AREA OF STAGE - 4.574ha
--	--------------------------------

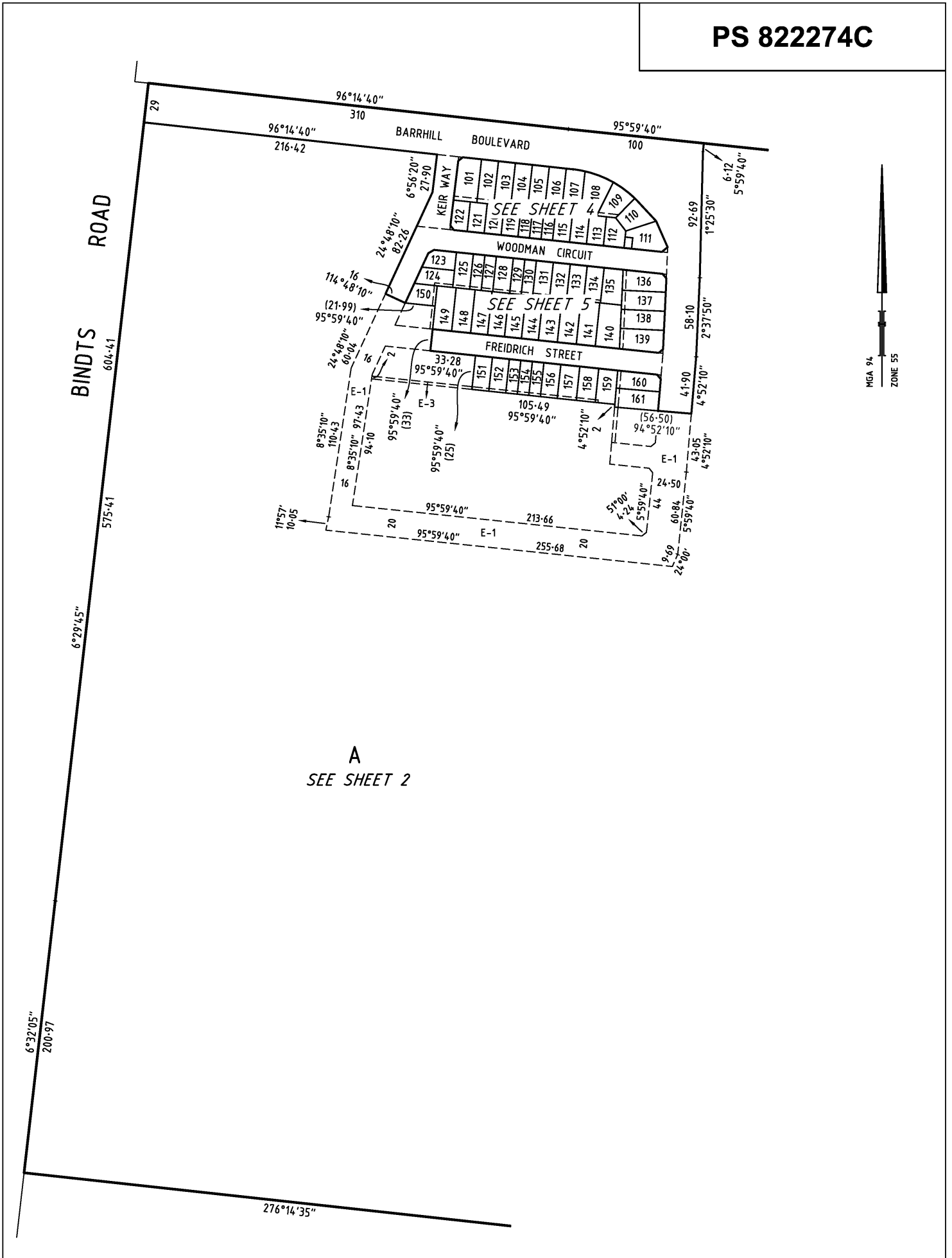
<p>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>	SURVEYORS FILE REF: 305389SV00 Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor, Surveyor's Plan Version (13), 26/05/2021, SPEAR Ref: S152142V	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 6 PLAN REGISTERED TIME: 4:12 pm DATE: 21 / 06 / 2021 IT Assistant Registrar of Titles
---	--	--

PS 822274C



SURVEYOR'S FILE REF: 305389SV00 414 La Trobe Street PO Box 16084 Melbourne Vic. 8007 T 61 3 9993 7888 spire.com.au	SCALE 1:5000 50 0 50 100 150 200 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor, Surveyor's Plan Version (13), 26/05/2021, SPEAR Ref: S152142V		

PS 822274C



A
SEE SHEET 2

SURVEYOR'S FILE REF: 305389SV00

SCALE 1: 2500

 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 3

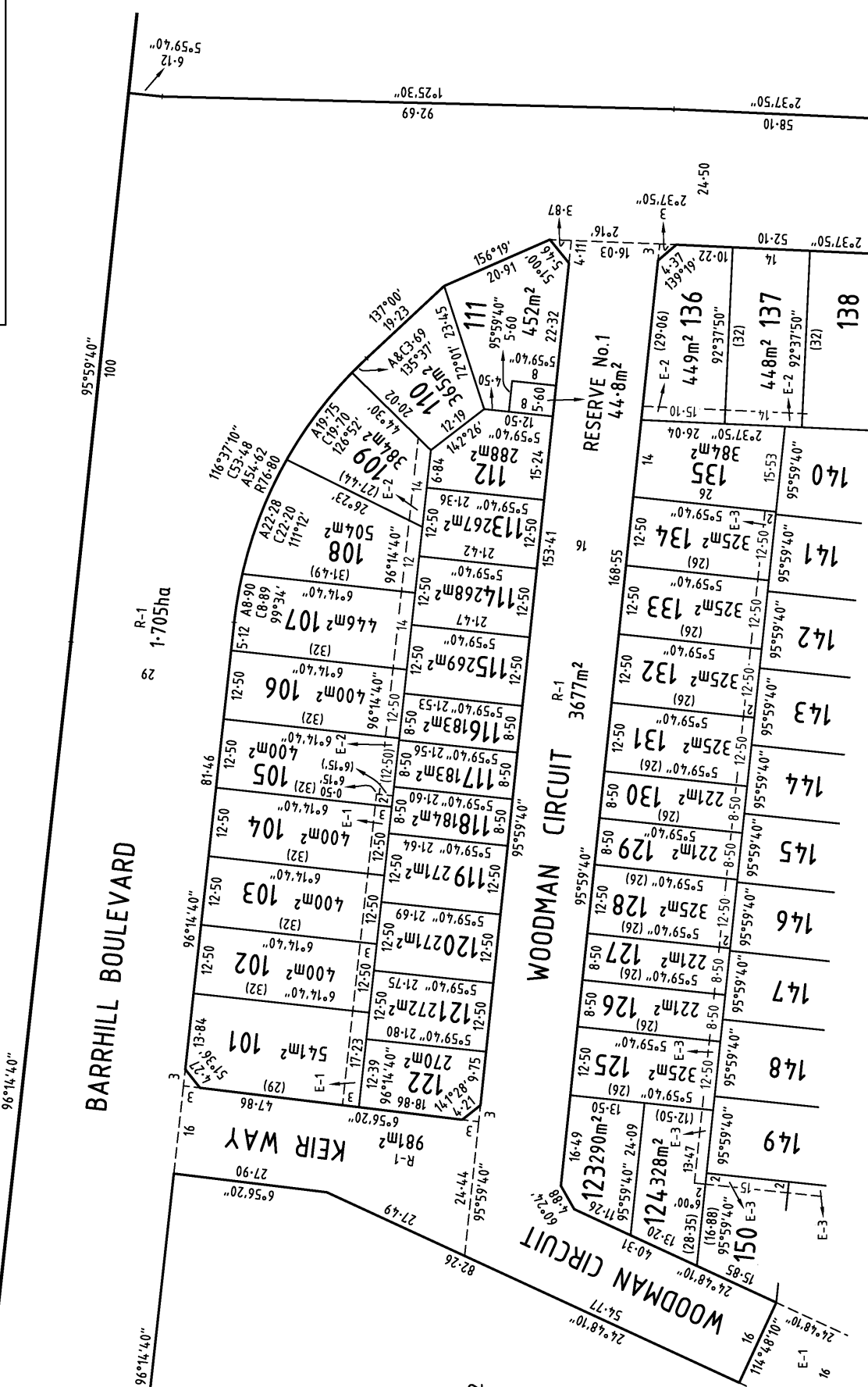


414 La Trobe Street
 PO Box 16084
 Melbourne Vic 8007
 T 61 3 9993 7888
 spiire.com.au

Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor,
 Surveyor's Plan Version (13),
 26/05/2021, SPEAR Ref: S152142V

Digitally signed by:
 Whittlesea City Council,
 26/05/2021,
 SPEAR Ref: S152142V

PS 822274C



BARRHILL BOULEVARD

R-1
1.7055ha

WOODMAN CIRCUIT R-1
3677m²

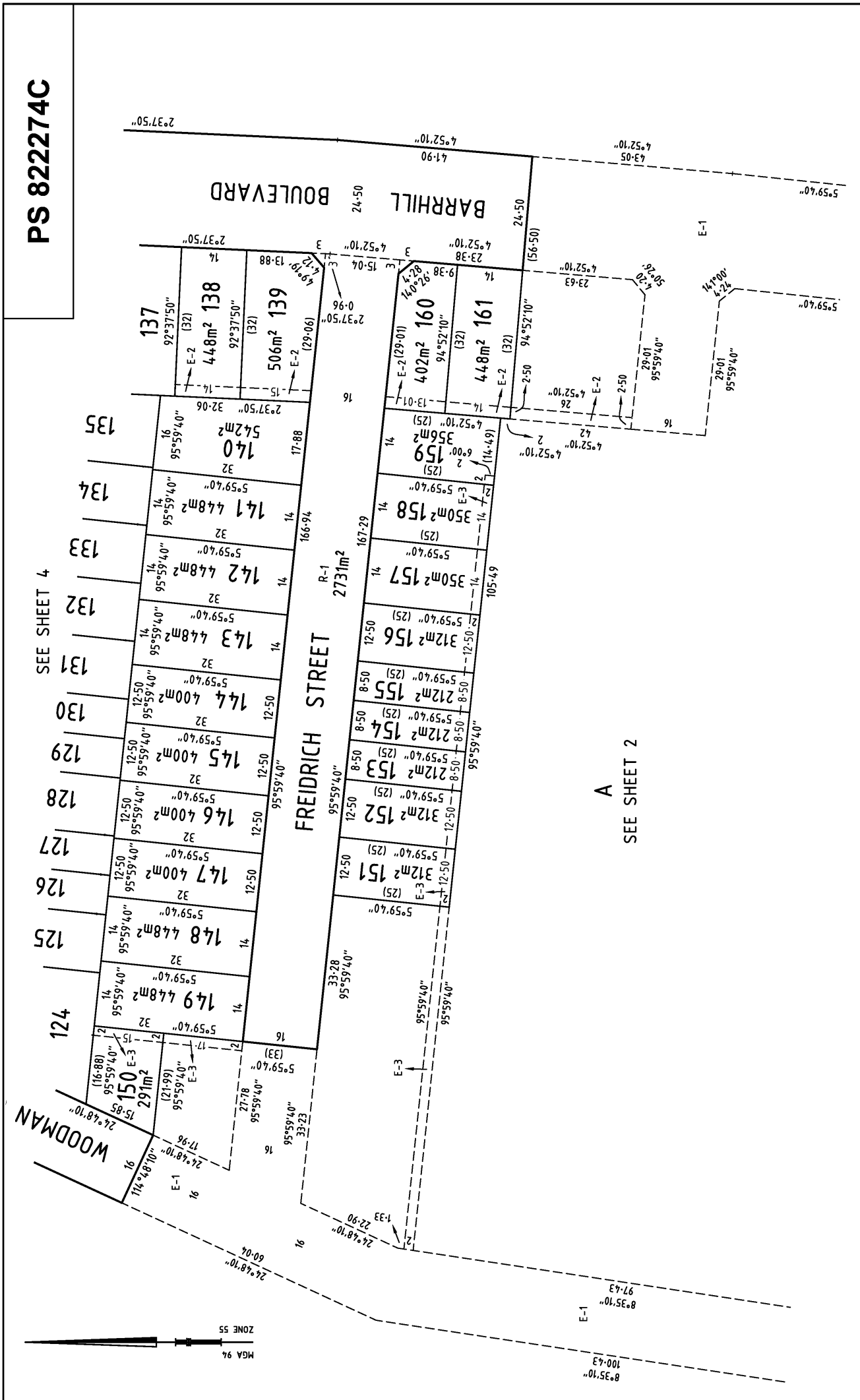
RESERVE No.1
44.8m²

A
SEE SHEET 2


SEE SHEET 5

SURVEYOR'S FILE REF: 305389SV00 414 La Trobe Street PO Box 18084 Melbourne Vic. 8007 T 61 3 9993 7888 spire.com.au	SCALE 1:750 LENGTHS ARE IN METRES 7.5 0 7.5 15 22.5 30	ORIGINAL SHEET SIZE: A3	SHEET 4
	Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor, Surveyor's Plan Version (13), 26/05/2021, SPEAR Ref: S152142V Digitally signed by: Whittlesea City Council, 26/05/2021, SPEAR Ref: S152142V		

PS 822274C



A SEE SHEET 2

SURVEYOR'S FILE REF: 305389SV00	 <p>414 La Trobe Street PO Box 16084 Melbourne Vic. 8007 T 61 3 9993 7888 spire.com.au</p>	<p>Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor, Surveyor's Plan Version (13). 26/05/2021, SPEAR Ref: S152142V</p>	SCALE 1: 750	7.5 0 7.5 15 22.5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5
			<p>Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor, Whittlesea City Council, 26/05/2021, SPEAR Ref: S152142V</p>			

CREATION OF RESTRICTION No. 1

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

Land to Benefit: Lots 101 to 111 (both inclusive), 124, 125, 128, 131 to 149 (both inclusive), 151, 152 and 156 to 161 (both inclusive) on this plan

Land to be Burdened: Lots 101 to 111 (both inclusive), 124, 125, 128, 131 to 149 (both inclusive), 151, 152 and 156 to 161 (both inclusive) on this plan

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Use the burdened land except in accordance with the provisions recorded in Memorandum of Common Provisions, Dealing No. AA7257.
Expiry date: 1 December 2029

CREATION OF RESTRICTION No. 2

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

Land to Benefit: Lots 112 to 123 (both inclusive), 126, 127, 129, 130, 150 and 153 to 155 (both inclusive)

Land to be Burdened: Lots 112 to 123 (both inclusive), 126, 127, 129, 130, 150 and 153 to 155 (both inclusive)

Lots 112 to 123 (both inclusive), 126, 127, 129, 130, 150 and 153 to 155 (both inclusive) are defined as Type A lots under the Small Lot Housing Code.

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies must not:

1. Construct any building on any burdened lot unless that building conforms to the Small Lot Housing Code incorporated into the Whittlesea Planning Scheme.
2. Further subdivide any burdened lot on this plan.

CREATION OF RESTRICTION No. 3

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

Land to Benefit: Lots 101 to 161 (both inclusive)

Land to be Burdened: Lots 101 to 161 (both inclusive)

Description of Restriction:

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

1. Construct the side wall of the first level of any dwelling on a corner lot:
 - (A) Less than 900 millimetres from the ground level wall that faces a side street; or
 - (B) With less than 30% glazing for the area of the wall and the remainder of the wall must be constructed in contrasting material finishes.
2. Construct any garage less than 5 metres from the title boundary at the front of the lot.
3. Construct any garage other than a single garage where access is proposed from the lot frontage on a lot with a width of a 10 metres or less at the lot frontage
4. Construct a dwelling or commercial building unless the building incorporates dual plumbing for the use of recycled water in toilet flushing and garden watering.
5. Construct a front fence on a residential lot except with the written consent of the Responsible Authority. Where a specific need for a fence can be demonstrated to the satisfaction of the Responsible Authority, such a fence may be no more than 1.2m high and 50% opaque.

CREATION OF RESTRICTION No. 4

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

For the purposes of this restriction:

The distance A to B referred to in Australian Standard AS 3959-2018 Section 2.2.4 "Notes to Figure 2.1" is 19 metres and A is the western boundary of Woodman Circuit and Keir Way on this plan.


Land to Benefit: Lots 101, 122 to 124 (both inclusive) and 150

Land to be Burdened: Lots 101, 122 to 124 (both inclusive) and 150

Description of Restriction:

For the purposes of bush fire protection the registered proprietor or proprietors for the time being of any burdened lot on this plan must not:

1. Construct a building within 19 metres of the western boundary of Woodman Circuit and Keir Way on this plan, except as permitted under Australian Standard AS 3959-2018 Section 2.2.4 "Notes to Figure 2.1" or subsequent amendments to this standard.

<p>SURVEYOR'S FILE REF: 305389SV00</p>		<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 6</p>
 <p>414 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>	<p>Digitally signed by: Christopher Daniel Rodie, Licensed Surveyor, Surveyor's Plan Version (13), 26/05/2021, SPEAR Ref: S152142V</p>	<p>Digitally signed by: Whittlesea City Council, 26/05/2021, SPEAR Ref: S152142V</p>	

FORM 2
Regulation 37(1)
BUILDING REGULATIONS 2018
Building Act 1993**BUILDING PERMIT**BUILDING PERMIT NO. BS-U 25124/2801864788876 11 OCTOBER 2021
ZONNE REF NO: BLD20211783**Issued to**

Owner / Agent of Owner **GULSHAN KALOIYA**
Company
Postal Address **11 RUMA WAY WOLLERT** ACN / ARBN
Email **kaloiya@gmail.com** Postcode **3750**
Telephone **0433 509 222**

Address for Serving of Notices **11 RUMA WAY WOLLERT** Postcode **3750**
Contact Person **GULSHAN KALOIYA** Telephone **0433 509 222**
Email **kaloiya@gmail.com**

Ownership Details

Owner **GULSHAN KALOIYA**
ACN / ARBN
Postal Address **11 RUMA WAY WOLLERT** Postcode **3750**
Contact Person **GULSHAN KALOIYA** Telephone **0433 509 222**
Email **kaloiya@gmail.com**

Property Details

Project Address **19 LOT 151 FREIDRICH STREET WOLLERT 3750**
Title Details **VOLUME 12313 FOLIO 498 LP/PS 822274**
Municipal District **WHITTLESEA CITY COUNCIL**

Builder²

Name **RISHI MANOCHA** Telephone **0424 544 447**
Company **OSCAR BUILDERS PTY LTD**
ACN / ARBN **51 602 716 129**
Address **11 KALIMNA CRESCENT DONCASTER** Postcode **3108**
Email **oscarbuidlerpty@gmail.com**

Details of Building Practitioners and Architectsa) To be engaged in the building work³**SATVIR KINHA** **CDB-U 62491** **DOMESTIC BUILDER - UNLIMITED**(b) Who were engaged to prepare documents forming part of the application for this permit⁴**GUNEY DEMIR** **BS-L 67134** **BUILDING SURVEYOR LIMITED****PHILIP BIVIANO** **DP-AD 1836** **DRAFTSPERSON - ARCHITECTURAL****PHILIP MICHAEL BIVIANO** **PE0003858** **ENGINEER - CIVIL****Details of Domestic Building Work Insurance⁵**

Name of issuer or provider: VMIA
Policy number: **C646925**
Policy date: **04/10/2021**

Details of Relevant Planning PermitPlanning Permit No: **N/A** Date of grant of Planning Permit: **N/A****Nature of Building Work:**

Project Description **CONSTRUCTION OF A DWELLING AND GARAGE**
Stage of Work Permitted **COMPLETE**
Cost of Building Work Permitted: **\$300,000.00**
Total Cost of All Stages: **\$300,000.00**

Building Details:

Storeys contained: **1** Rise in storeys: **0**
New floor area m²: **187** Type of construction:
Allotment area m²: **313** Effective height:
Allowable live load: **1.5&3.0 kPa** Persons accommodated for:
Version of BCA applicable to permit: **2019** Bushfire Attack Level: **BAL - 12.5**

Building Classification

Part of Building:	Use:	BCA Classification:	Allowable Live Load:
DWELLING	DOMESTIC	1a(a)	1.5KPA
GARAGE	DOMESTIC	10a	3KPA

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:

Performance requirement	Details of performance solution
P2.1.1(a), (b)(i)(ii)(iii)(iv) & P2.2.2	To allow the use of Hebel® Houses and Low Rise Multi Residential PowerPanelXL External Walls System

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:

INSPECTION OF PRE-SLAB
INSPECTION OF SLAB REINFORCEMENT
INSPECTION OF FRAME
INSPECTION FOR OCCUPANCY PERMIT

Number of inspections allowed for in this permit is 5.

Occupation or User 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 of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 11 October 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 October 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 and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

Relevant Building Surveyor

Name
Building practitioner registration no
Address

Email
Signature

JASON SINGH
BS-U 25124
LEVEL 1, 11 BLACKBURNE SQUARE,
BERWICK VIC 3806
admin@zonne.com.au



Municipal district
Permit no.
Date of Issue

WHITTLESEA CITY COUNCIL
BS-U 25124/2801864788876
11/10/2021

ANNEXURE A
PERMIT CONDITIONS

BUILDING PERMIT NO. BS-U 25124/2801864788876 ISSUED 11 October 2021

The following Permit Conditions form part of this Building Permit Approval, PLEASE READ THEM CAREFULLY. It is the responsibility of the permit holder/owner/applicant/builder to ensure that the Building Permit Conditions listed below are satisfied prior to the completion of the works and issue of the Occupancy Permit/Certificate of Final Inspection.

BUILDING ACT

1. **PROTECTION OF ADJOINING PROPERTY FENCING**
The building work shall be carried out wholly from within the allotment and without removing the boundary fences(unless otherwise agreed to by the adjoining owner);
2. **PROTECTION OF ADJOINING PROPERTY STREET**
The building work shall be carried out wholly from within the allotment and without crossing the street alignment (unless a hoarding permit is obtained from council);
3. **STAGE PERMITS**
Where a building permit has been given for the work to proceed in stages, the approval of the Building Surveyor must be obtained before proceeding to the next stage.
4. **TEMPORARY FENCING**
Temporary fencing is required to be installed during construction.
5. **VARIATIONS**
No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor.
6. **PROTECTION OF ADJOINING PROPERTY EXCAVATIONS**
Excavations carried out near the boundary must be done in a manner that protects the neighbouring property and excavated land must be immediately shored, retained or battered in accordance with the NCC to ensure that the adjoining property is protected;
7. **COST OF WORKS INCREASE** - *The owner must notify the Authority (VBA) of final cost of building work if it is higher than the cost of works nominated on the Application form and Building Permit by more than \$15,625 within 28 days in accordance with Section 205KA of the Building Act 1993.*

BUILDING REGULATIONS

8. **PROTECTION OF PUBLIC - FOOTPATHS**
The proposed works adjoining the street alignment needs to be carried out in a manner to ensure there is safe public access on the adjoining footpath at all times;
9. **PROTECTION OF PUBLIC - OUTSIDE BOUNDARIES**
All works & public protections to be carried out within the allotment boundaries, unless otherwise approved by the Relevant Building Surveyor.
10. **PROTECTION OF PUBLIC - PRECAUTIONS**
The builder is to ensure that all necessary precautions are undertaken for the protection and safety of the public. This includes temporary fencing around the construction site and any other requirements of the Act during construction.
11. **PROTECTION OF PUBLIC - SAFEGUARD TRAFFIC**
Adequate provisions are made to safeguard traffic and the public using any roadway or footpath, and the necessary barriers, warning lights, signs are appropriately erected.
12. **SITE SETOUT**
The site set-out is required to be carried out by a licenced land surveyor to ensure that correct title boundary lines are worked from.
13. **SITE SIGN**
Signage listing the registration numbers and contact details of the builder and building surveyor, the number of the relevant building permit and the issue date of the permit are displayed in a conspicuous position accessible to the public.
14. **WIRING RULES**
AS/NZS 3000 requires any conductive reinforcement in a concrete floor or wall forming part of a bathroom to be tied together forming a continuous bond over the entire slab or wall with provision made to an earthing system.

GENERAL

15. **TEMPORARY DOWN PIPES**
Temporary Down pipes are to be installed and connected to the legal point of discharge during construction.
16. **COVENANTS**
All relevant covenants on title must be complied with.
17. **EXCAVATION PLANNING**
Services should be located and redirected if necessary prior to excavation. Dial Before You Dig 1100.
18. **FOUNDATION ROOT BARRIER**
The pads are required to be deepened to 2m where it is located with 3/4 of the mature height of the gum tree.
19. **FOUNDATION MAINTENANCE**

The owner should obtain a copy of appendix A of AS2870 to ensure correct performance of the foundation soil and footings

20. **ASSET PROTECTION**

It may be necessary for the owner to identify any pre-existing damage of Council assets prior to works commencing. Often Council requires a security deposit prior to works commencing.

21. **OTHER FEES AND PERMITS**

All additional permits required by the Council or other authority shall be obtained and fees or deposits lodged for same (e.g. Asset Protection, Crossing Deposits, Road Access, Road Occupation, Hoarding, Health Approval, etc.).

22. **ZONES OF SOIL DISTURBANCE**

1. Soils in vicinity of easement may have been disturbed by previous excavations within the easement. (e.g. for pipe/pit installation)
2. Potential (worst case) zones of disturbance caused by such previous excavations are to be deepened for below angle of repose.

HOUSE CONTRACTS GUARANTEE ACT

23. **HOUSE CONTRACTS GUARANTEE ACT**

The House Contracts Guarantee Act 1987 applies to this work.

INSPECTION REQUIREMENTS

24. **INSPECTION ACCESS**

Access must be provided to inspect the internal part of the frame and where applicable upstairs via ladder access at the time of frame and/or final inspection.

25. **ENDORSED PLANS ON SITE**

A copy of endorsed building permit plans must be kept on site at all times.

26. **TRUSS - FLOOR**

A copy of Floor Truss computations and layout must be submitted for approval prior to the frame inspection being booked;

27. **PREFAB WALL FRAME LINTELS & BRACING**

A copy of Bracing and lintel variations to engineering including computations and layout must be submitted for approval prior to the frame inspection being booked;

28. **TRUSS - ROOF**

A copy of Roof Truss computations and layout must be submitted for approval prior to the frame inspection being booked;

29. **SCREW PILE LOGS**

A copy of Screw Pile Logs must be submitted for approval prior to the slab / footings inspection being booked;

LANDSCAPING MAINTENANCE

30. All landscaping must maintain compliance and the required clearances and falls from the dwelling.

- Maintain minimum damp proof coarse/weep hole clearances to Clause 14.8.2 of AS4773.1.
- Maintain all external surfaces to have min step down to finished ground level and fall away from dwelling to Clause 3.1.3.3 of the BCA Vol 2.
- Maintain clearance of any subfloor ventilation to the dwelling to Part 3.4.1 of the BCA Vol 2.
- Maintain any termite treatment management system to AS3660.1 & 3. (where required)
- Maintain any moisture barrier to footings and retaining walls and weatherproofing to the cladding and flashings.
- Maintain drainage measures around the perimeter of the dwelling and to the site to Part 3.1.3 of the BCA Vol 2.

NCC BUILDING CODE OF AUSTRALIA

31. **CLADDING SYSTEMS**

The installation/construction of each cladding system must be in accordance with NCC 2019 - Volume 2 Part 3.5.5 or 3.5.5 and the Accredited Manufacturer's specifications and installation procedures.

32. **GLAZING**

Where any glass is to be installed it is to comply with Australian Standard AS1288-2006 Glazing code.

33. **ENERGY EFFICIENCY - ARTIFICIAL LIGHTING**

Artificial Lighting must not exceed in a Class 1 building - 5 W/m², on a verandah or balcony - 4 W/m² and in a class 10a building 3 W/m². Exterior lighting must be have a daylight sensor and average light source efficacy of not less than 40 lumens/W.

34. **ENERGY EFFICIENCY - TANK / SOLAR**

A rain water tank with a capacity of not less than 2000L and a minimum catchment area of 50m² connected to the sanitary flushing systems or a solar hot water heater with 60% solar heat gain must be provided.

35. **SERVICE PENETRATIONS IN PARTY WALLS, FIRE WALLS AND CEILINGS**

Any service or electrical penetration through a fire rated component or structure are to be sealed in accordance with Part 3.7.1.8 of the BCA.

36. **STAIR TREADS AND RISERS**

Stairs must be provided with a maximum riser dimension of 190mm and a minimum tread dimension of 240mm. Any openings in the risers must be a maximum of 125mm.

37. **SURFACE WATER DRAINAGE**

A min. freeboard of 150mm is required between the slab and finished ground. The ground must be graded to slope away not less than 50mm over the first 1m. If this forms a battered cut the cut must be provided with agricultural drainage.

38. **THRESHOLDS - LANDINGS**

Where steps are provided the riser and tread dimensions must be in accordance with the BCA. Where more than 3 risers or an overall height of 570mm is provided to external doorways a landing must be provided in accordance with the BCA.

39. TIMBER FRAMING

Timber framing is to comply with AS1684 and AS1720

40. WET AREAS

Wet areas are to be waterproofed, constructed and sealed in accordance with Part 3.8.1.1 of the BCA or AS 3740-2004.

ANNEXURE B
REQUIRED CERTIFICATES

1. **APPLICATION FOR OCCUPANCY PERMIT** A fully completed Application for Occupancy Permit is to be provided
2. **CERTIFICATE ELECTRICAL - EXTERNAL PRESCRIBED** Please provide a certificate of electrical Safety for the connection to the mains and supply of power to the building.
3. **CERTIFICATE ELECTRICAL - INTERNAL NON PRESCRIBED** Please provide a certificate of electrical safety for the internal electrical wiring and fit off.
4. **CERTIFICATE GLAZING** A letter/statement from the Glazing Contractor stating that all glass has been installed in accordance with AS2047 & AS1288 –2006-The Glazing Code (inclusive of all shower screens).
5. **CERTIFICATE GLAZING - SHOWER SCREENS** A letter / statement from the Glazing contractor stating that all glass has been installed in accordance with AS2047 & AS1288 - 2006. The Glazing Code (inclusive of Shower Screens)
6. **CERTIFICATE PLUMBING - BELOW GROUND** Please provide a plumbing certificate including Below Ground sewer and storm water Plumbing.
7. **CERTIFICATE PLUMBING - GAS** Please provide a plumbing certificate including Gas Plumbing.
8. **CERTIFICATE PLUMBING - HOT AND COLD** Please provide a plumbing certificate including Hot and Cold Plumbing.
9. **CERTIFICATE PLUMBING - ROOF** Please provide a plumbing certificate including Roof Plumbing.
10. **CERTIFICATE PLUMBING - TANK/SOLAR/RECYCLED** Please provide a plumbing certificate including Rain Water Tanks and/or Solar and/or Recycled Water Plumbing.
11. **STATEMENT BUILDING PERMIT COMPLIANCE** Provide written confirmation that all the conditions listed on the Building Permit and approved documentation have been complied with and carried out on site.
12. **STATEMENT BUSHFIRE** Provide a written statement confirming that dwelling has been constructed to comply with the requirements of AS3959-2009 and bush fire attack level (BAL-LOW, 12.5, 29, 40, FZ) and the Fire Management Report (if required).
13. **STATEMENT CLADDING** Statement or Certificate from the Contractor responsible for the installation/construction of each cladding system installed confirming they are in accordance with NCC 2019 - Volume 2 and the Accredited Manufacturer's specifications and installation procedure, nominating the cladding systems used.
14. **STATEMENT INSULATION** Written confirmation from the Builder or certificate from the Installer that the insulation requirements as nominated on the approved plans
15. **STATEMENT LIGHT WEIGHT EXTERNAL FIRE RATED EAVES** Statement compliance to certify that the external fire rated eave system has been installed in accordance with the relevant fire tests, acoustic tests and manufacturers specifications.
16. **STATEMENT PERFORMANCE SOLUTION** Builder to provide a statement to certify that the performance solution report and conditions have been complied with.
17. **STATEMENT SUSTAINABILITY MEASURES** Written confirmation from the Builder that the dwelling has been constructed to comply with the energy efficiency report (reference report number) and associated drawings.
18. **STATEMENT WATERPROOFING WET AREAS** Confirmation that wet areas have been sealed with a compliant waterproofing membrane in accordance with AS 3740-2010 by a suitably qualified applicator.
19. **TRUSS COMPS** Provide an electronic copy of the roof and/or floor truss computations & layout

FORM 16
 Regulation 192
 BUILDING REGULATIONS 2018
 Building Act 1993

OCCUPANCY PERMIT

 OCCUPANCY PERMIT N°: BS-U 25124/2801864788876
 BUILDING PERMIT N°: BS-U 25124/2801864788876
 ZONNE REF NO: BLD20211783

Property Details

 Project Address **19 LOT 151 FREIDRICH STREET WOLLERT 3750**
 Title Details **VOLUME 12313 FOLIO 498 LP/PS 822274**
 Municipal District **WHITTLESEA CITY COUNCIL**
Building permit details

 Building permit number: **BS-U 25124/2801864788876**
 Version of BCA applicable to permit: **2019**
Nature of Building Work:

 Project Description **CONSTRUCTION OF A DWELLING AND GARAGE**
Building Details

Part of Building	Permitted use	BCA Class	Live Load	Max No. Persons
DWELLING	DOMESTIC	1a(a)	1.5kPa	
GARAGE	DOMESTIC	10a	3kPa	
Rise in storeys (Class 2-9 buildings):	0	Storeys contained:		1
Effective height:		New floor area,m ²		187
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:

Performance requirement	Details of performance solution
P2.1.1(a), (b)(i)(ii)(iii)(iv) & P2.2.2	To allow the use of Hebel® Houses and Low Rise Multi Residential PowerPanelXL External Walls System
P2.6.1	To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems. NCC-BCA Clause 3.12.0

Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Other Conditions

- The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 names 'Foundation maintenance and Footing Performance: A home Owners Guide'.
- The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfil their purpose.
- This Occupancy Permit is issued subject to the power, gas and water supplies being connected and appliances being installed prior to handover (as applicable).
- All landscaping must maintain compliance and the required clearances and falls from the dwelling.
 - Maintain minimum damp proof coarse/weep hole clearances to Clause 14.8.2 of AS4773.1.
 - Maintain all external surfaces to have min step down to finished ground level and fall away from dwelling to Clause 3.1.3.3 of the BCA Vol 2.
 - Maintain clearance of any subfloor ventilation to the dwelling to Part 3.4.1 of the BCA Vol 2.
 - Maintain any termite treatment management system to AS3660.1 & 3. (where required)
 - Maintain any moisture barrier to footings and retaining walls and weatherproofing to the cladding and flashings.
 - Maintain drainage measures around the perimeter of the dwelling and to the site to Part 3.1.3 of the BCA Vol 2.
- All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level.
- The Energy Efficiency Rating must be maintained. A Solar Hot Water System must be installed or a minimum 2000L Rainwater Tank is to be provided and connected to all sanitary flushing systems.
- The requirements detailed in the Performance Solutions detailed in the Performance Solution Report must be maintained

Suitability for occupation

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

Relevant building surveyor

Name:

JASON SINGH

Building practitioner registration no.:

BS-U 25124

Address:

LEVEL 1, 11 BLACKBURNE SQUARE, BERWICK VIC 3806

Email:

admin@zonne.com.au

Signature:



Municipal district name:

WHITTLESEA CITY COUNCIL

Occupancy Permit no.

BS-U 25124/2801864788876

Date of issue:

20 JULY, 2022

Date of final inspection

12 JULY, 2022

Domestic Building Insurance

Certificate of Insurance

Gulshan Kaloiya 11 Ruma Way WOLLERT VIC 3750	Policy Number: C646925 Policy Inception Date: 04/10/2021 Builder Account Number: 002810
--	---

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

Policy Schedule Details	
Domestic Building Work:	C01: New Single Dwelling Construction
At the property:	19 Freidrich St WOLLERT VIC 3750 Australia
Carried out by the builder:	OSCAR BUILDERS PTY LTD
Builder ACN:	602716129
<p>! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.</p>	
For the building owner(s):	Gulshan Kaloiya
Pursuant to a domestic building contract dated:	30/06/2021
For the contract price of:	\$ 300,000.00
Type of Cover:	Cover is only provided if OSCAR BUILDERS PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *
The maximum policy limit for claims made under this policy is:	\$300,000 all inclusive of costs and expenses *
The maximum policy limit for non-completion claims made under this policy is:	20% of the contract price limited to the maximum policy limit for all claims under the policy*

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

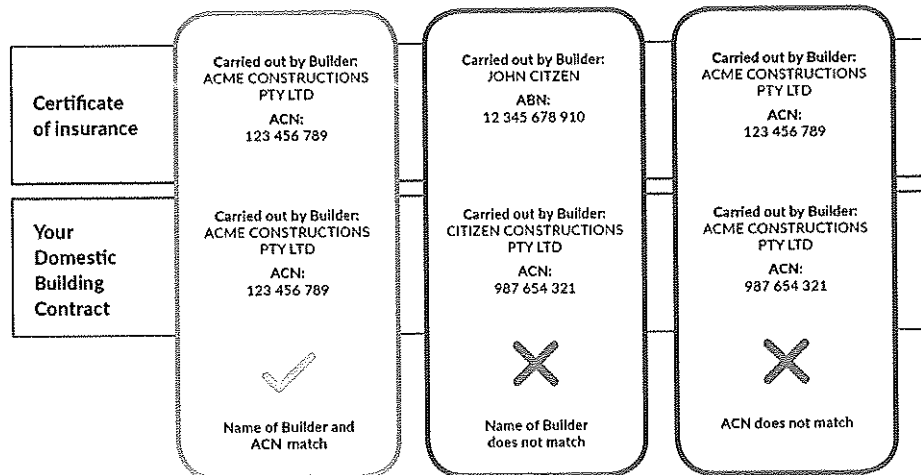
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,479.00
GST:	\$147.90
Stamp Duty:	\$162.69
Total:	\$1,789.59

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



Your quarterly bill



Emailed to: raakhee.casper@gmail.com
MS R NAGAONKAR
19 FREIDRICH ST
WOLLERT VIC 3750

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number	60 0021 9339
Invoice number	6000 3371 40605
Issue date	13 May 2025
Property address	19 FREIDRICH ST WOLLERT
Property reference	5254892, LOT 151

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

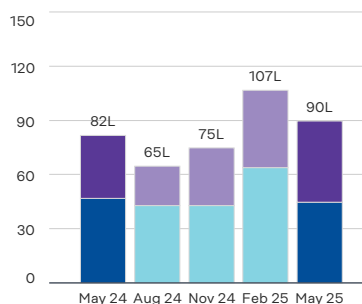
Previous bill	\$215.22
Payment received thank you	-\$215.22
Balance carried forward	\$0.00
This bill	
Usage charges	\$21.44
Service charges	
Water supply system	\$20.64
Sewerage system	\$118.19
Other authority charges	
Waterways and drainage	\$30.44
Parks	\$21.74
Adjustments	
Direct debit/ebilling discount	-\$2.00
Total this bill (GST does not apply)	\$210.45
Total balance	\$210.45

Recycled water is available.
It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.



Your household's daily water use

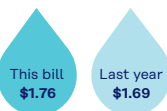
Target 150L of water use per person, per day.



Average use in litres per day
■ Water ■ Recycled water

Your daily spend

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



How to pay

- Direct debit**
Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.
- EFT**
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: Yarra Valley Water
BSB: 033-885
Account number: 600020293
- BPAY®**
Billers code: 344366
Ref: 600 0219 3390

- Centrepay**
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit yvwm.com.au/paying
CRN reference: 555 054 118T
- Post Billpay®**
Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Billers code: 3042
Ref: 6000 3371 40605
- Credit Card**
Online: yvwm.com.au/paying
Phone: 1300 362 332



*3042 600033714060 5

MS R NAGAONKAR	
Account number	60 0021 9339
Invoice number	6000 3371 40605
Total due	\$210.45
Direct debit	3 Jun 2025

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD32067 (Recycled Water)	34kL -	30kL =	4kL
From 13 Feb 2025 - 13 May 2025			(89 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	4.000kL x	\$1.9259 =	\$7.70
Total	4.000kL		\$7.70

Meter number	Current reading	Previous reading	Usage
YATD119153	54kL -	50kL =	4kL
From 13 Feb 2025 - 13 May 2025			(89 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	4.000kL x	\$3.4342 =	\$13.74
Total	4.000kL		\$13.74
Total usage charges			\$21.44

Your charges explained

- **Recycled water usage charge**
13 February 2025 - 13 May 2025
 The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**
13 February 2025 - 13 May 2025
 The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**
1 April 2025 - 30 June 2025
 A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 April 2025 - 30 June 2025
 A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 April 2025 - 30 June 2025
 Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**
1 April 2025 - 30 June 2025
 Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J150197

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp. Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

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

Next meter reading:

Between 6-13 Aug 2025

Register your concession*

Save up to 50% on your water and sewer charges.

👉 yvw.com.au/concessions
 📞 **1300 441 248**

*Health Care, Pension or DVA health card holders

Using recycled water safely

Recycled water is great for watering gardens, washing clothes and flushing toilets, but it's not for drinking, preparing food or bathing.

It's important to check your connection annually, to make sure your recycled water isn't connected to your drinking water supply.

👉 For more information including how to check your connection, visit yvw.com.au/recycledwater





*Paid
28/05/2025*



R S Nagaonkar
19 Freidrich Street
WOLLERT VIC 3750



029
I006106
DLX1_13041

Assessment number: 1147529

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: 33ACE01D0Y

Property details

19 Freidrich Street WOLLERT VIC 3750
LOT 151 PS 822274C
AVPCC 110 Detached Dwelling

Issue date: 28/04/2025

Valuation details

Site Value \$330,000
Capital Improved Value \$600,000
Net Annual Value \$30,000
Valuation operative date 01/07/2024
Level of value date 01/01/2024

Instalments

Amount payable by
31/05/2025
\$452.00

Rates and charges

Overdue amount	\$0.00
4th instalment	\$452.00
Total Payable by 31/05/2025	\$452.00

Instalment 4 \$452.00
Due by 31/05/2025

Payments received after 24 April 2025 may not be included on this notice



Scan here to pay



How to pay

-  whittlesea.vic.gov.au
-  Phone 1300 301 185
-  Council Offices
See the back of this notice for opening hours and locations

BPAY

Biller Code: 5157
Ref: 1147529
BPAY this payment via internet or phone banking

FlexiPay

Set up your flexible payment options.
Scan the QR code or visit
whittlesea-pay.enotices.com.au

Post Billpay
 **Billpay Code: 0350**
Ref: 11475296
Pay in person at any post office:
 131 816 or  postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 11475296

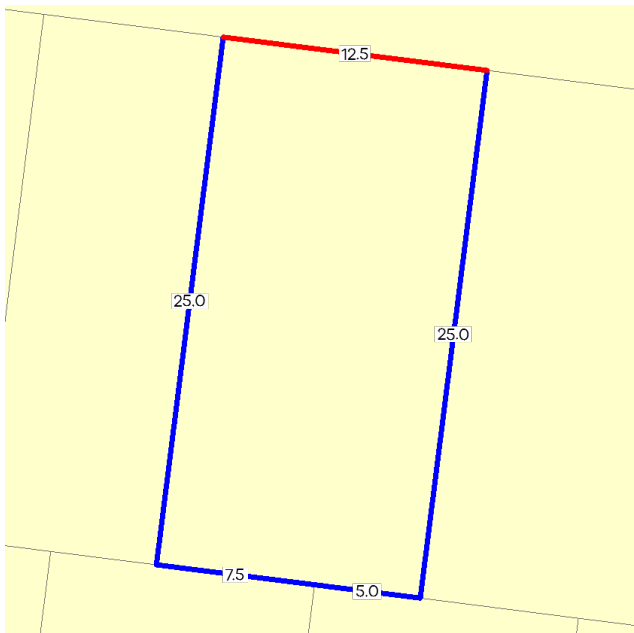
PROPERTY DETAILS

Address: **19 FREIDRICH STREET WOLLERT 3750**
Lot and Plan Number: **Lot 151 PS822274**
Standard Parcel Identifier (SPI): **151\PS822274**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1147529**
Directory Reference: **Melway 182 G1**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 312 sq. m

Perimeter: 75 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **MILL PARK**

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.

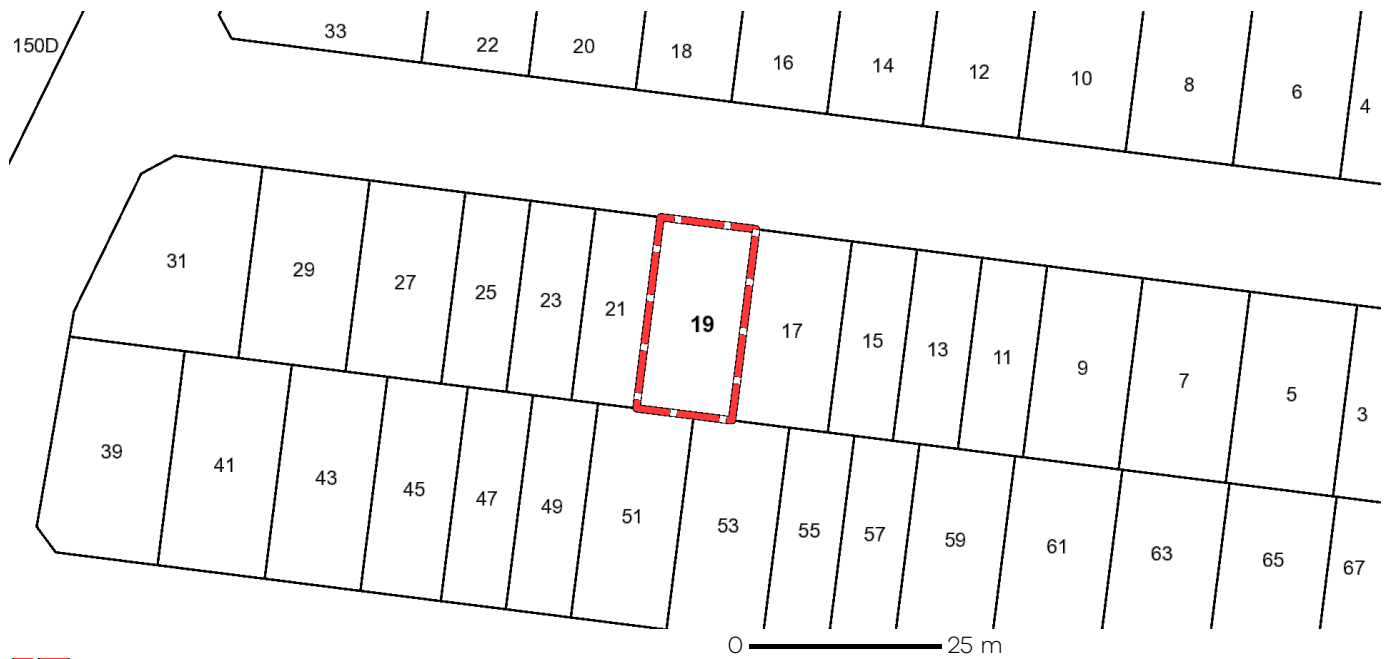
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



PROPERTY DETAILS

Address: **19 FREIDRICH STREET WOLLERT 3750**
 Lot and Plan Number: **Lot 151 PS822274**
 Standard Parcel Identifier (SPI): **151\PS822274**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **1147529**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 182 G1**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MILL PARK**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Note

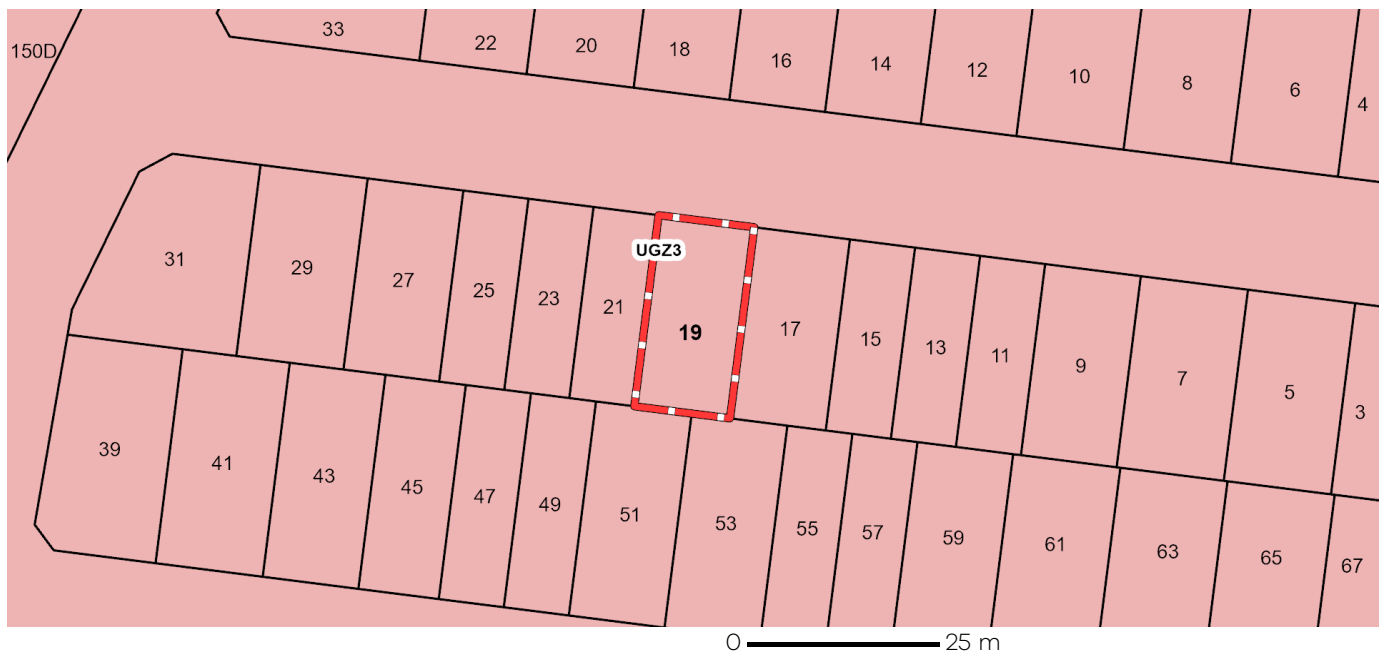
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)



UGZ - Urban Growth

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

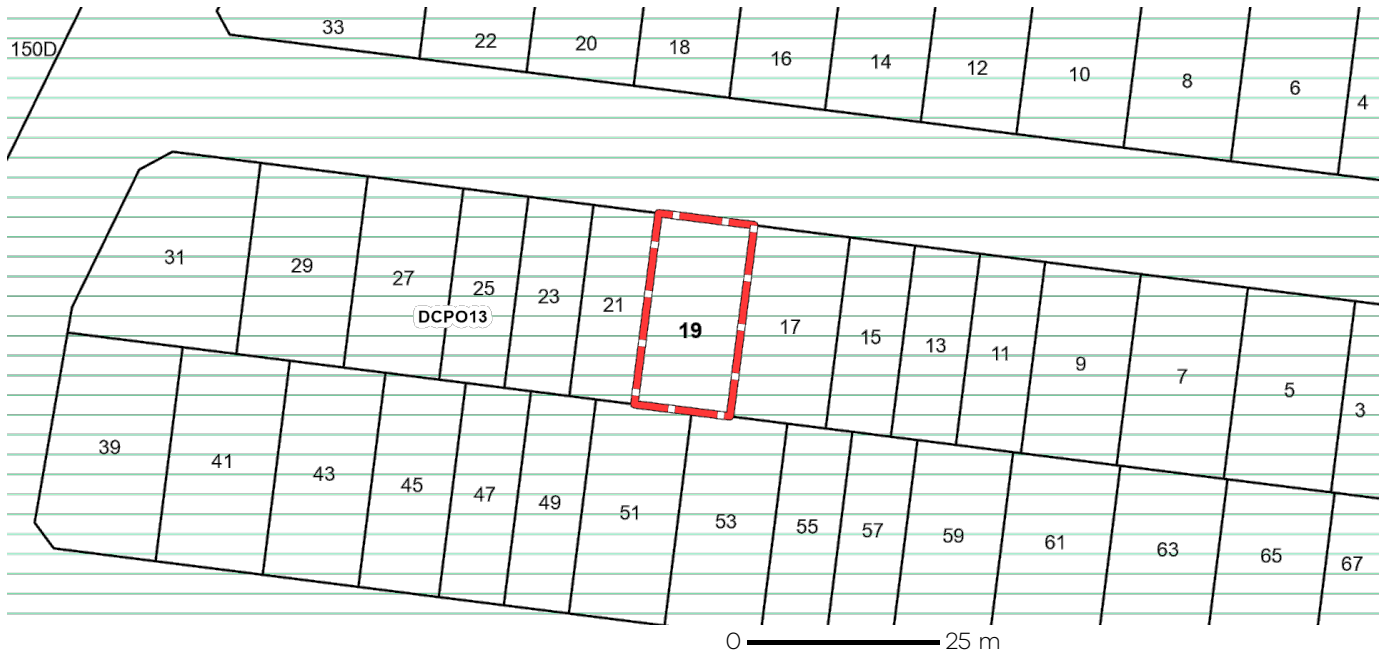
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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 Overlays

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

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



 **DCPO - Development Contributions Plan Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



 **PAO - Public Acquisition Overlay**

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

Copyright © - State Government of Victoria

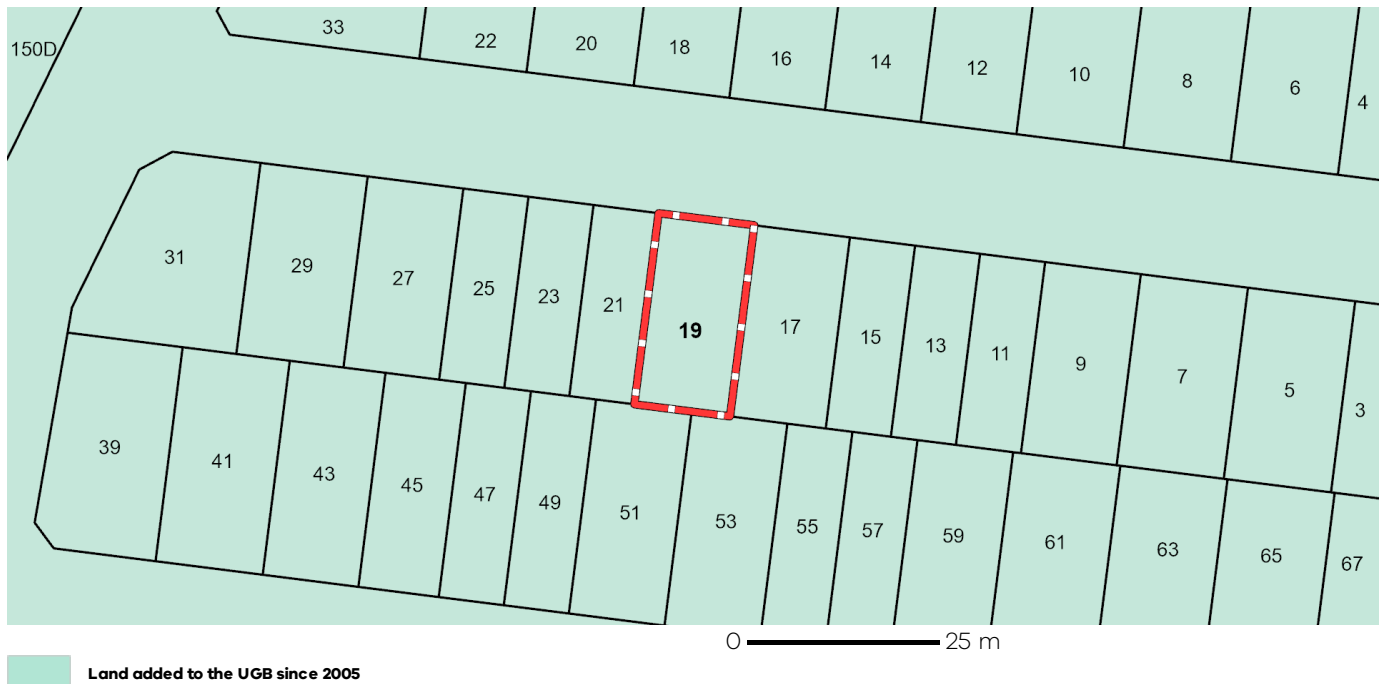
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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).

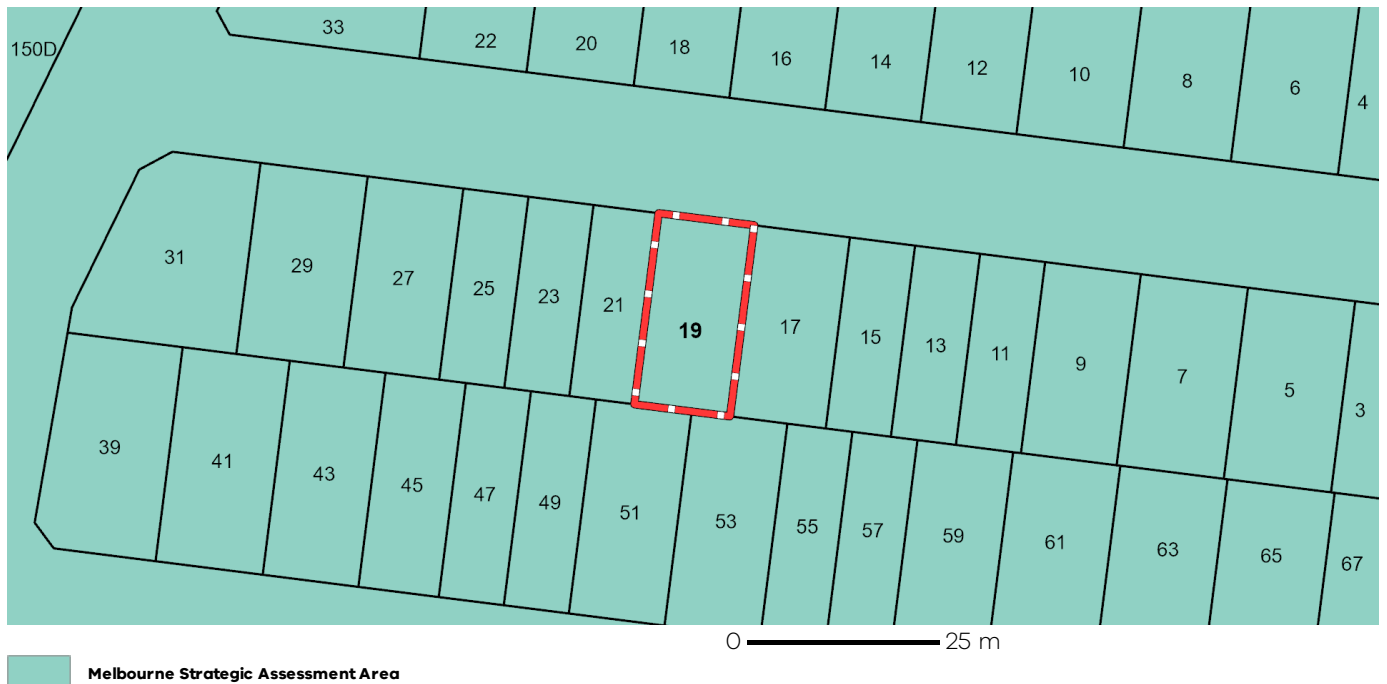
Growth Area Infrastructure Contribution

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](http://www.vpa.vic.gov.au)



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/>



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

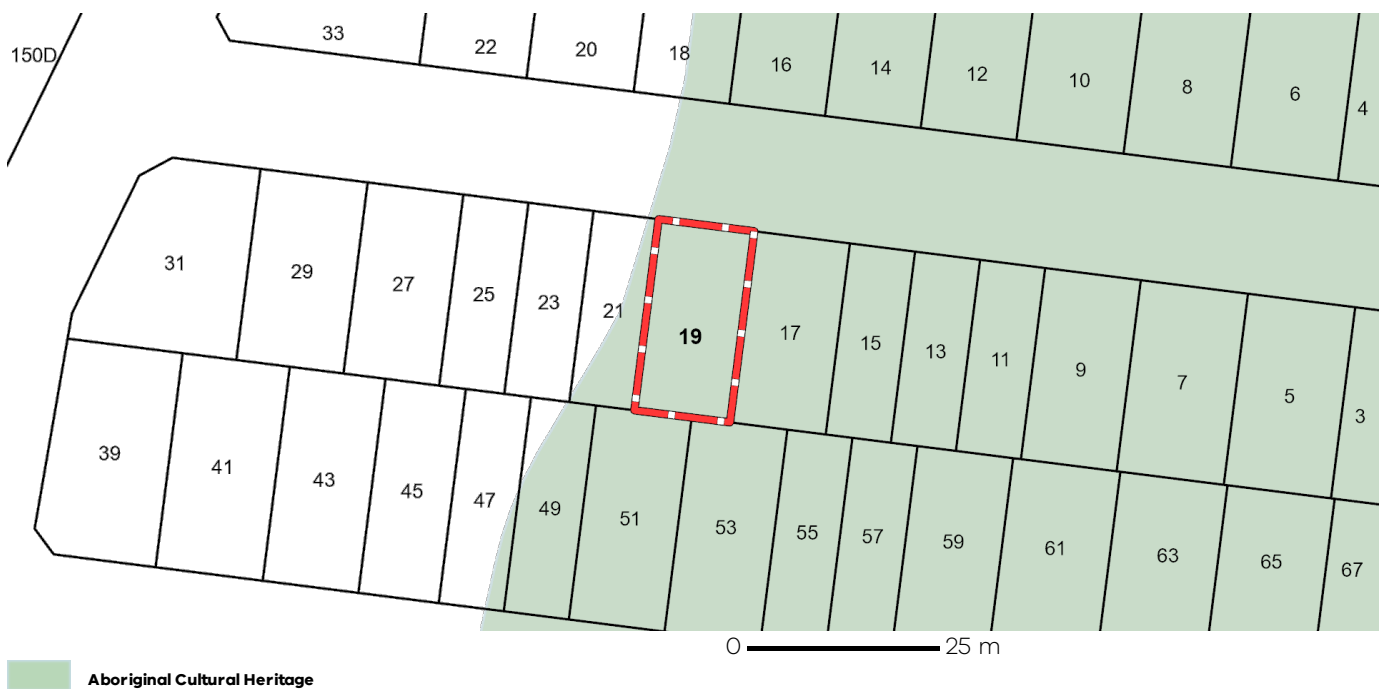
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



 Aboriginal Cultural Heritage

Further Planning Information

Planning scheme data last updated on 5 August 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

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

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

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

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

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

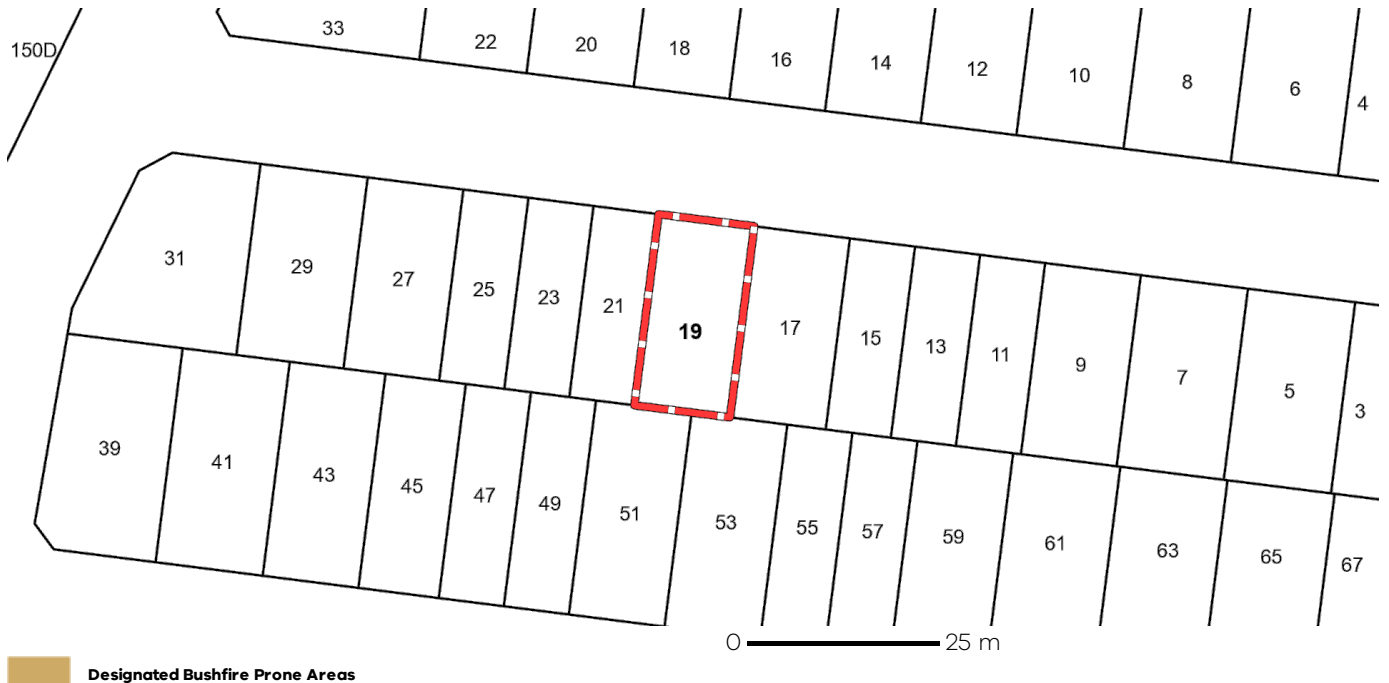
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



 Designated Bushfire Prone Areas

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

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

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

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

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

Residential Tenancy Agreement[®]

The Real Estate Institute of Victoria Ltd | www.reiv.com.au | ABN 81 004 210 897 |

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2008 (Regulation 7)

THIS agreement is made on the 25th day of Oct ' 2025 , at

280 BROADWAY RESERVOIR VIC 3073

BETWEEN Raakhee Sharad Nagaonkar
(Landlord)

(Name, ACN

Address: 280 Broadway, Reservoir, Vic 3073

(*whose agent is **Redrok.**

280 Broadway RESERVOIR, VIC 3073
03 94621100) *strike out if not applicable

(Name, ACN (if agent is a company), business address and telephone number)

AND
(TENANT)




Jamil Afridi 
Nabila Afridi 
Shoab Afridi 

(Name, ACN (if tenant is a company) and address)

1. PREMISES

The landlord lets the premises known as 19 Freidrich Street, Wollert, Vic 3750   

2. RENT

The rent amount is \$2,607.00 is The date the first rent payment is due 27/10/2025   

(*together with those items indicated in the schedule) *strike out if not applicable.

Pay period: weekly fortnightly Monthly;

(insert the date of each month when the rent is due)

Place of payment: **Comm Bank (063 385 - 10772535), Acct Name: Redrok Rental Trust Ac**

3. BOND

The tenant must pay a bond of \$2,607.00 to the landlord/agent on 27/ 10 /2025   

In accordance with the **Residential Tenancies Act 1997**, the landlord must lodge the bond with the Residential Tenancies Bond Authority within 10 business days after receiving the bond.

If there is more than one tenant and they do not contribute equally to the total bond, the amounts they each contribute are listed here:

NAME: Jamil Afridi	AMOUNT \$ 2,607.00 
NAME: Nabila Afridi	AMOUNT \$ 
NAME : Shoab Afridi	AMOUNT \$ 

Residential Tenancy Agreement[®]

OR

Does Not Consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under subclause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

- (a) The TENANT or the LANDLORD may withdraw their consent under subclause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.
- (b) Following the giving of notice under paragraph (a), no further notices or other documents are to be served by electronic communication.

5. CONDITION OF THE PREMISES

THE LANDLORD MUST -

- (a) ensure that the premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

- (a) The TENANT must ensure that care is taken to avoid damaging the rented premises.
- (b) The TENANT must take reasonable care to avoid damaging any common areas.
- (c) The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

- (a) The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- (b) The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. QUIET ENJOYMENT

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

10. ASSIGNMENT OR SUB-LETTING

- (a) The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

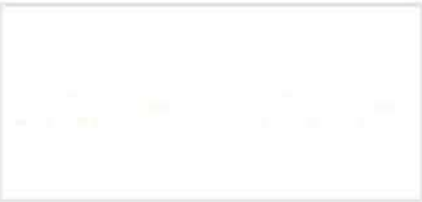
Each party must comply with the **Residential Tenancies Act 1997**.

(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

***Schedule of items (See Clause 1)**

Code 135

Residential Tenancy Agreement®





REIV

Residential Tenancy Agreement®

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.

Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the Australian Consumer Law (Victoria).

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au.

In these additional terms "I", "me" or "my" are used to describe the landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** *in these additional terms the word "writing" means all ways of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.*

12. Installing goods, making alterations, additions or renovations at my premises

12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at, my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above-ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

13. Other use of my premises

13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose - for example, to provide a home office for your business - you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises, to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility charges at my premises

14.1 I am responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Residential Tenancies Act 1997.

14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.

(You can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts - Victorian Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because I am, or my managing agent or my contractor is, at fault, I will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because you are, or a person you have on my premises is, at fault, you

Residential Tenancy Agreement[®]

must have the service re-connected or repaired at your cost.

- 14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. My insurances for my premises

- 15.1 If I provide you with a copy of the insurance policy for my premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased.
- 15.2 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.
- 15.3 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light globes and fluorescent tubes at my premises

- 16.1 You must replace all defective, damaged or broken light globes or fluorescent tubes and starters at my premises, unless I have, or my managing agent or my contractor has, caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You must tell me about defects at my premises

- 17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to my premises

- 18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premises causing damage. This obligation does not apply to me, my managing agent or my contractor.
- 18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.
- 18.3 When you become aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible - preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.
- 18.4 If you, or anyone you have allowed to come on to my premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor, caused the blockage or defect.

19. You will indemnify me in certain circumstances if things go wrong at my premises

- 19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.
- 19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke detectors and heaters at my premises

- 20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not, or may not be, in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

Residential Tenancy Agreement[®]

- 20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at my premises**
- 21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.
- 21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.
- 21.3 You must not service or repair a vehicle or boat, of any description, at my premises, except for routine, minor maintenance.
- 21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. I have provided it to you as a guide only.
- 22. Storage and removal of waste and rubbish at my premises**
- 22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
- 22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
- 22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
- 22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.
- 23. Hanging washing at my premises**
- 23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
- 23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners corporation rules.
- 24. Looking after the garden at my premises**
- 24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
- 24.2 These are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. I have provided the examples as a guide only.
- 24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
- 24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.
- 25. Pets at my premises**
- 25.1 Before you may have a pet of any description at my premises you must ask for permission in writing and receive it from me, or my managing agent.
- 25.2 I do not have to give you my permission. Nor does my managing agent have to give you permission. If permission

Residential Tenancy Agreement[®]

is given, it may be on reasonable conditions.

25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, subletting or abandoning my premises

26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.

26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in reletting, including -

26.2 (a) a pro-rata letting fee;

26.2 (b) advertising or marketing expenses;

26.2 (c) rental data base checks on applicants;

26.2 (d) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.

26.3 Your obligation to pay me the expenses referred to in clauses 26.2 (a) to 26.2 (d) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If you intend to leave my premises when your tenancy ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.

27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.

27.3 You must return all the keys and any key cards or remote controls to me, or to my managing agent, when you leave my premises.

27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me or to my managing agent. Your obligation to continue to pay rent is subject to me taking reasonable steps to reduce my loss by attempting to relet my premises.

28. Remaining at my premises after your tenancy ends

28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or tell my managing agent.

28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS message.

29. If I require my premises when your tenancy ends

29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.

29.2 I, or my managing agent, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing the locks and alarm code at my premises

30.1 You may change the locks at my premises.

30.2 If you change the locks, you must give me, or my managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 You may change the code of an alarm at my premises.


30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.


Residential Tenancy Agreement®


- 31. 'To Let', 'auction' and 'for sale' signs at my premises**
- 31.1** You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2** You will allow me, or my estate or managing agent, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 32. Owners corporation rules and my premises**
- 32.1** If there is an owners corporation for my premises, I have attached a copy of the current rules of it to this tenancy agreement. (Note: ensure a copy is attached to each part of this tenancy agreement)
- 32.2** You must comply with the rules of the owners corporation and any rules amending or superseding them, if you are given a copy of the amending or superseding rules.
- 32.3** You do not have to contribute to owners corporation capital costs or other expenses payable by me.
- 33. You cannot use your bond to pay your rent for my premises**
- 33.1** You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2** You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.
- 34. Increasing the rent for my premises**
- 34.1** If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2** If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3** If this is a periodic residential tenancy agreement -
- (a)** if I propose to increase your rent, I will give you at least 60 days notice; and
 - (b)** the notice I give you will be in the form prescribed for the purpose.
- 34.4** I acknowledge I must not increase your rent at intervals of less than 6 months.
- 35. Receipt of condition report / statement of rights and duties for my premises**
- 35.1** You acknowledge before you took occupation of my premises, you received from me or my managing agent -
- (a)** two copies of a condition report signed by me or by my managing agent; and
 - (b)** a written guide authorised and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.


Code 135

Residential Tenancy Agreement[®]

Signature of Landlord Raakhee Sharad Nagaonkar 

Signature of tenant(s) Jamil Afridi 
Jamil (Oct 26, 2025 06:23:27 GMT+11)

Nabila Afridi 
Nabila (Oct 26, 2025 16:38:54 GMT+11)

Shoaib Afridi 
Shoaib (Oct 26, 2025 16:36:13 GMT+11)

LANDLORD/AGENT TO COMPLETE:

*URGENT REPAIRS:

(*This section MUST be completed if an agent is to manage the premises)

The agent *can authorise urgent repairs
(*delete the one that does NOT apply, check Authority)

*The maximum amount for repairs which the agent can authorise is: \$ 2500.00.00 (*only complete if the agent can authorise urgent repairs, check Authority) (insert \$)

The agent's telephone number for urgent repairs is: * 0430 156361
(insert number)