

Auction Contract
&
Section 32 Statement

Vendor/s: **Mario Brzovic and Ana Brzovic**

Property: **5 McAlister Street, Frankston VIC 3199**

Flat Fee Conveyancing
P.O. Box 7217 Karingal Hub LPO
Frankston Vic 3199
Ph: 03 9770-9777
Email: info@ffc.net.au

Contract of Sale of Real Estate

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

Property Address:

5 McAlister Street, Frankston VIC 3199

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the Particulars of sale, Special conditions, General conditions; and Vendor's Statement and 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;
- you received independent advice from a legal practitioner before signing the contract;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.

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

Off-the-plan sales

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

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

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

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

SIGNING OF THE CONTRACT

Warning: This is a legally binding agreement

You should read this Contract before signing it.

The Parties may sign this Contract via Electronic Signature

The authority of a person signing under power of attorney or as director of a corporation or as agent authorised in writing by one of the parties must be noted beneath the signature.

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

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions);
- Vendor's Statement.

SIGNED BY THE PURCHASER on / / 2021

X……..Name of Purchaser……..

……

X……..Name of Purchaser……..

……

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 days if none specified).

SIGNED BY THE VENDOR on / / 2021

X……..Name of Vendor Mario Brzovic……..……..

……

X……..Name of Vendor Ana Brzovic……..

……

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

THE DAY OF SALE IS THE DATE BY WHCH BOTH PARTIES HAVE SIGNED THE CONTRACT

PARTICULARS OF SALE

Vendors Agent

Name	**O'Brien Real Estate - Frankston**	Phone	**97816666**	Fax	
Address	**474 Nepean Highway, Frankston VIC 3199**	Email	**frankston@obrienrealestate.com.au**		

Vendors Details

Name	Mario Brzovic and Ana Brzovic		
Address			
Phone		Email	

Vendors Conveyancer

Name	Flat Fee Conveyancing	Phone	03 9770-9777
Address	P.O. Box 7217 Karingal Hub LPO Frankston Vic 3199	Email	info@ffc.net.au

Purchasers Details

Name			
Address			
Phone		Email	

Purchasers Conveyancer

Name		Phone	
Address		Email	

Land – (General Conditions 3 & 9)
The Land is described in the table below

Certificate of Title Reference/s	Being Lot No:	On Plan of Subdivision No:
Volume 11156 Folio 293	1	610602U

The address of the land is: **5 McAlister Street, Frankston VIC 3199**

Goods Sold with the Land (general Condition 2.3f)-

All fixtures & Fittings including all Floor Coverings, Window Furnishings and Blinds, Electrical Lights and Light Fittings and all Fixed Gas and Electrical Appliances as per inspection.

Payment – General Condition 11		
Price	$	
Plus GST	$ Nil	Payable by the purchaser in addition to the price – Insert Nil if no GST is payable
Total Price	$	Payable by the Purchaser
Deposit	$	Due by / / 2021 of which $ has been paid
Balance	$	Payable at settlement

GST Withholding - *Notice is required if taxable supply of residential premises or potential residential land. General condition 13{f)*				
Notice is Required to be given by the vendor	Yes	☒	No	☐
Withholding is Required by the Purchaser	Yes	☐	No	☒
Reason for No Withholding	the Premises are not New			

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

Is due on / / 2021

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is the later.

Lease - General Condition 1.1	Subject to Lease

At settlement, the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in the box in which case refer to general condition 1.1. If 'subject to lease' then particulars of the lease are as per attached Lease Agreement in the Section 32

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 and add any further provisions by way of special conditions

Encumbrances	

This sale is NOT subject to an existing mortgage unless the words 'subject to existing mortgage' appear in this box If the sale is '**subject to existing mortgage**' then particulars of the mortgage are as attached in the Section 32:

Loan – (General Condition 14)

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

Loan Amount $

Approval date / /2021

Lender

Special Condition	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 the last page; and

• attach additional pages if there is not enough space.

☒ 1 - Payment

General condition 11 is replaced with the following:

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 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.

11.5 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.

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

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

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

11.9 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.

11.10 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.

☒ 2 – 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.

☒ 3 – Tax invoice

General condition 13.3 is replaced with the following:

13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ 4 – Adjustments

General condition 15.3 is added:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.

15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

15A.5 The purchaser must:

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

(b) ensure that the representative does so.

15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)]

General condition 15B is added:

15B. GST WITHHOLDING

15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

15B.4 The purchaser must:

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

(b) ensure that the representative does so.

15B.5 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16- 30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

(a) so, agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic settlement system described in general condition

15B.6. However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

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

15B.10 The vendor warrants that:

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

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

15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

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

15B.12 This general condition will not merge on settlement.

☒ 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

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

17.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

17.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

17.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the Electronic Transactions (Victoria) Act 2000.

17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract

☒ 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

21.1 The vendor is responsible for any notice, order, demand, or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

21.2 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.

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

☒ 8 – Electronic conveyancing

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

Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

8.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction's legislation.

8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

8.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

8.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber, or the Electronic Network Operator;

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

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

☐ 9 – Deposit bond

9.1 In this special condition:

(a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.

(b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority;

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

9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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

(a) settlement;

(b) the date that is 30 days before the deposit bond 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.

9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.

9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.

9.7 This special condition is subject to general condition 11.2

☐ 10 – Bank guarantee

10.1 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 any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

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

10.3 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.

10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.

10.5 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 under special condition 10.3 to the extent of the payment.

10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.

10.7 This special condition is subject to general condition 11.2.

☐ 11 – Building report

11.1 The purchaser may end this contract within 10 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer, or estate agent even if the estate agent's authority has formally expired at the time of service.

11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

☐ **12 – Pest report**

12.1 The purchaser may end this contract within 10 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer, or estate agent even if the estate agent's authority has formally expired at the time of service.

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

☒ **13 – No Warranties**

The Purchaser acknowledges that it:

13.1 accepts the Property with all Property Controls and Approvals;

13.2 has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract;

13.3 enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;

13.4 has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor, or the Vendor's Agent other than those expressly set out in this contract.

☒ **14. COMPANY PURCHASERS**

14.1 If the Purchaser is or includes a company, the company simultaneously with the execution of this Contract must procure the execution of the guarantee annexed to this Contract set out in Annexure 1 by each of the Directors of the Purchaser Company.

14.2 The Purchaser (if a company) covenants and warrants with and to the Vendor that:-

(a) the Purchaser is a company duly formed or incorporated;

(b) the consent and authority of any person or body is not required for the Purchaser to enter into this Contract;

(c) the Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and, without limiting the generality of the foregoing, by reason of any trust charge or undertaking; and

(d) the person signing this Contract is duly authorised in writing and empowered to do so.

14.3 Each person who signs this Contract on behalf of that corporation:

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations* 2008

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 vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980**.**

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order 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.

2.5 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 the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.7 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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

7.1 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.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6, 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.

7.6 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 7.5 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

7.12 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 any advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

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

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

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

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

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 10.00a.m. and 4.00p.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) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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 At settlement, the purchaser must pay the fees on up to three cheques drawn on 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.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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.

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 (or part of it) 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) 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 authorised for service on or by a legal practitioner; or

(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.

GUARANTEE AND INDEMNITY

TO: Mario Brzovic and Ana Brzovic (hereinafter called “the Vendor”)

IN CONSIDERATION of the Vendor agreeing at the request of (hereinafter called “the Guarantors”) to enter into a Contract of Sale with the within named Purchaser (hereinafter called “the Purchaser”) the Guarantors DO HEREBY JOINTLY AND SEVERALLY GUARANTEE to the Vendor the due and punctual payment by the Purchaser to the Vendor of all the purchase moneys interest and other moneys payable by the Purchaser to the Vendor under or pursuant to the within Contract of Sale (hereinafter called “the moneys hereby secured”) and ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the within named Contract of Sale and on the part of the Purchaser to be performed and observed and DO HEREBY ACKNOWLEDGE that this Guarantee is given upon and subject to and with the benefit of the following conditions:

1. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time to exercise of all or any of the powers rights authorities and discretions conferred by the within Contract of Sale and to exercise the same at any time and in any manner and either to enforce or forebear to enforce the agreements for payments by the Purchaser of the moneys hereby secured or any other remedies or securities available to the Vendor AND the Guarantors shall not be released by any exercise by the Vendor of his liberty with reference to the matter aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating to sureties would by for this provision have the effect of so releasing the Guarantors.

2. THIS Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the moneys hereby secured or by any settlement of account intervening payment or by any other matter or thing whatsoever.

3. THIS Guarantee shall bind the respective successors of the Guarantors and shall not be determined by the death of either of the Guarantors and shall bind their respective legal personal representatives.

4. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the within Contract of Sale.

5. THIS Guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the Vendor of any such collateral or other security or by the Vendor failing or neglecting to recover by the realisation or any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any laches or mistakes on the part of the Vendor.

6. UNTIL the Vendor shall have received all moneys hereby secured neither of the Guarantors shall be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment out of the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed of arrangement or composition in satisfaction of its debts or a scheme of arrangement of its affairs then neither of the Guarantors shall be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for the such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor or recover from the Guarantors to the full amount of this Guarantee the moneys hereby secured.

7. ANY demand or notice to be made upon the Guarantors or any of them by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by the Vendor or by any of the principals for time being of Flat Fee Conveyancing or by other person duly authorised by the Vendor to make such demand on behalf of the Vendor and the same may be left or sent through the post in a pre-paid letter addressed to the Guarantors concerned at their address last known to the Vendor. Any such demand or notice sent by post shall be deemed to have been duly delivered or served at the expiration of forty-eight hours form time of its posting notwithstanding that it may subsequently be returned through the Post Office unclaimed.

8. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.

9. FOR the consideration aforesaid and as a separate severable and additional covenant the Guarantors HERBY JOINTLY AND SEVERALLY AGREE to indemnify and at all times hereafter to keep indemnified the Vendor from and against all claims, actions, proceedings, liabilities, obligations, damages, loss, harm,

charges, costs, expenses duties, taxes and other outgoings of whatever nature which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the within Contract of Sale.

10. IF any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this Guarantee or the Vendor's right to recover such payment from the Guarantors pursuant hereto with the intent that the Vendor shall with respect to its right to recover pursuant to this Guarantee the money hereby secured, be restored to the same position in which it would have been had such payment not been made.

DATED the day of 2021

SIGNED SEALED AND DELIVERED)
)
by the said)
)
in the presence of:)

……..
Witness

SIGNED SEALED AND DELIVERED)
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by the said)
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in the presence of:)

……..
witness

Sale of Land (Public Auctions) Regulations 2014

S.R. No. 73/2014

1 Objectives

The objectives of these Regulations are—

(a) to prescribe standard rules for public auctions for the sale of land; and
(b) to prescribe written information statements that must be made available for public auctions for the sale of land, and to prescribe how that information is to be made available;
(c) to prescribe the obligations of auctioneers at public auctions for the sale of land.

2 Authorising provision

These Regulations are made under section 48 of the Sale of Land Act 1962.

3 Commencement

These Regulations come into operation on 1 October 2014.

4 Revocation

The Sale of Land Regulations 2004{1} are revoked.

5 Standard rules for the conduct of public auctions for the sale of land

(1) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 1 unless sub regulation (2), (3) or (4) applies to that auction.
(2) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 2 if there are 2 co-owners of the land and one of the co-owners intends to bid to purchase the interest of the other co-owner in the land.
(3) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 3 if there are more than 2 co-owners of the land and one or more (but not all) of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.
(4) A public auction for the sale of land must be conducted in accordance with the rules set out in Schedule 4 if there are 2 or more co-owners of the land and each of the co-owners intend to bid to purchase the interest of the other co-owner or co-owners in the land.

6 Information made available at auctions

(1) The auctioneer of land at a public auction to which regulation 5(1) applies must ensure that—
(a) the rules set out in Schedule 1; and
(b) the information in Schedule 5; and
(c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Penalty: 5 penalty units.

Note
This requirement is in addition to the requirements set out in section 43 of the Sale of Land Act 1962.

(2) The auctioneer of land at a public auction to which the rules set out in Schedule 1 apply must ensure that it is clear which of the 2 alternatives to rule 1 applies to that auction.
Penalty: 5 penalty units.
(3) The auctioneer of land at a public auction to which regulation 5(2) applies must ensure that—
(a) the rules set out in Schedule 2; and
(b) the information in Schedule 5; and
(c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.
Penalty: 5 penalty units.

Note
This requirement is in addition to the requirements set out in section 43 of the Sale of Land Act 1962.

(4) The auctioneer of land at a public auction to which regulation 5(3) applies must ensure that—
(a) the rules set out in Schedule 3; and
(b) the information in Schedule 5; and
(c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.
Penalty: 5 penalty units.

Note
This requirement is in addition to the requirements set out in section 43 of the Sale of Land Act 1962.

(5) The auctioneer of land at a public auction to which regulation 5(4) applies must ensure that—

(a) the rules set out in Schedule 4; and
(b) the information in Schedule 5; and
(c) any other conditions applying to the auction—

are available for public inspection for a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.
Penalty: 5 penalty units.

Note
This requirement is in addition to the requirements set out in section 43 of the Sale of Land Act 1962.

(6) The auctioneer of land at a public auction must ensure that the rules set out in Schedule 1, 2, 3 or 4 that are made available at the auction are printed or typed—

(a) in plain text in a font of at least 20 point; and
(b) in a form that is easily legible; and
(c) in a manner that provides a clear contrast between the typeface of the rules and the background on which the rules are printed or typed.
Penalty: 5 penalty units.

7 Announcements by auctioneer before bidding starts

(1) Before accepting any bid at a public auction for the sale of land, the auctioneer of the land must audibly state—

(a) that the auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction; and
(b) that the auction rules prohibit an auctioneer from accepting bids or offers for a property after the property has been knocked down to the successful bidder; and

(c) that the auctioneer must indicate bidders on request; and
(d) that the law—
(i) prohibits false bids; and
(ii) prohibits major disruptions by bidders; and
(iii) prohibits bidders attempting to prevent others from bidding; and
(iv) provides for fines for this conduct.
Penalty: 10 penalty units.

(2) If the rules set out in Schedule 1 apply to a public auction of land and those rules permit the auctioneer to bid on behalf of the vendor, the auctioneer must, in addition to the requirements in sub regulation (1), before accepting any bid
audibly state—

(a) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor; and
(b) that by law only the auctioneer can make a vendor bid.
Penalty: 10 penalty units.

(3) If the rules set out in Schedule 1 apply to a public auction of land and those rules do not permit the auctioneer to bid on behalf of the vendor, the auctioneer of the land must, in addition to the requirements in sub regulation (1), before accepting any bid at the auction audibly state that the rules for the conduct of the auction do not permit the making of a bid on behalf of the vendor.
Penalty: 10 penalty units.

(4) If the rules set out in Schedule 2 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in sub regulation (1), before accepting any bid audibly state—

(a) that one of the vendors (or their representative) intends to make a bid to purchase the land; and
(b) that only the auctioneer can make a vendor bid on behalf of the vendor who is not bidding to purchase the land; and
(c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.
Penalty: 10 penalty units.

(5) If the rules set out in Schedule 3 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in sub regulation (1), before accepting any bid audibly state—

(a) that one or more but not all of the vendors (or their representatives) intends to make a bid to purchase the land; and
(b) that only the auctioneer can make a vendor bid on behalf of a vendor who is not bidding to purchase the land; and
(c) the words the auctioneer will use to indicate during the auction that the auctioneer is making a bid on behalf of the vendor who is not bidding to purchase the land.
Penalty: 10 penalty units.

(6) If the rules set out in Schedule 4 apply to a public auction of land, the auctioneer must, in addition to the requirements set out in sub regulation (1), before accepting any bid audibly state—

(a) that each of the vendors (or their representatives) intend to bid to purchase the land; and
(b) that no vendor bids will be made by the auctioneer.
Penalty: 10 penalty units.

8 Auctioneer must indicate bidders on request If a person at a public auction for the sale of land asks the auctioneer to indicate the person who made a bid, the auctioneer must indicate the person who made the bid before taking another bid.
Penalty: 10 penalty units.

SCHEDULE 1

Regulations 5, 6 and 7

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
Regulation 6
INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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 he 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

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 property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following—

any person bidding for a vendor other than—the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or

a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;

the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;

the auctioneer acknowledging a bid if no bid was made;

any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;

any person falsely claiming or falsely acknowledging that they made a bid;

an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014.

Copies of those laws can be found
at the following web site: www.legislation.vic.gov.au under the title "Victorian Law Today".

FLAT FEE CONVEYANCING

Vendor Statement

Section 32 under the Sale of Land Act

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 -- 5 McAlister Street, Frankston VIC 3199

Vendor's Name	Mario Brzovic	Date
Signature		

Vendor's Name	Ana Brzovic	Date
Signature		

Purchaser's Name		Date
Signature		

Purchaser's Name		Date
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 $4,000.00

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described below.

None to the Vendor's knowledge save and except the usual rate adjustments at settlement.

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 –

NOT APPLICABLE

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 section1.4 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

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 ;-
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 vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction. Nor is the vendor aware of any un-registered easement on the property.

3.2 Road Access

There is access to the property by road

3.3 Designated Bushfire Prone Area

The land is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993.

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme	Frankston City Council Planning Scheme
Name of Responsible Authority	Frankston City Council
Zoning of the Land	General Residential Zone 1
Name of planning overlay	Refer to attached schedules

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:

4.3 Compulsory Acquisition

NOT APPLICABLE

5 BUILDING PERMITS

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

NOT APPLICABLE

6 OWNERS CORPORATION

This section 6 only applies if the land is affected by an Owner's 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 a ☒ in the accompanying square box are NOT connected to the land.

☐ Electricity ☐ Gas ☐ Water Supply ☐ Sewerage ☐ Phone

9. TITLE

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 10.2 only applies if the Land is subject to a Subdivision which is not registered

NOT APPLICABLE

10.2 **Staged Subdivision**

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 Rs proposed.

NOT APPLICABLE

11 DISCLOSURE OF ENERGY INFORMATION

(a) (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)

(b) 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

(c) which has a net lettable area of at least 1000m'l;(but does not include a building under a strata title system or it 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/and 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.)

IS ATTACHED

13. ATTACHMENTS

If required any additional information and certificates, documents and other attachments are, enclosed or attached.

Due Diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11156 FOLIO 293

Security no : 124089490325L
Produced 25/04/2021 09:05 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 610602U.
PARENT TITLE Volume 05114 Folio 662
Created by instrument PS610602U 07/09/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ANA BRZOVIC
MARIO BRZOVIC both of UNIT 2 6 BRUARONG CRESCENT FRANKSTON SOUTH VIC 3199
AN205026F 21/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AF371551X 01/10/2007

DIAGRAM LOCATION

SEE PS610602U 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: 5 MCALISTER STREET FRANKSTON VIC 3199

DOCUMENT END

PS610602U

PLAN OF SUBDIVISION

STAGE No. /

LRS USE ONLY
EDITION 1

PLAN PS 27/08/2009 $869.80 PS

LOCATION OF LAND

PARISH: FRANKSTON

TOWNSHIP: FRANKSTON

SECTION: C

CROWN ALLOTMENT: (PART) 7 A

CROWN PORTION:

LRS BASE RECORD: VICMAP DIGITAL PROPERTY (METRO)
TITLE REFERENCES: VOL 5114 FOL 662

LAST PLAN REFERENCE/S: LOT 73 LP 9135

POSTAL ADDRESS: 5 McALISTER STREET
(At time of subdivision) FRANKSTON 3199

MGA Co-ordinates E 336 560
(of approx centre of land in plan) N 5 776 705
ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: FRANKSTON CITY REF:99/200715

1. This plan is certified under Section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under Section 11(7) of the Subdivision Act 1988.~~
   ~~Date of original certification under Section 6.~~ ~~/ /~~
3. ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 ~~has/~~has not been made.

(ii) ~~The requirement has been satisfied.~~

(iii) ~~The requirement is to be satisfied in Stage~~ .....

Council Delegate
~~Council Seal~~
Date 27/06/2008

Re-certified under Section 11(7) of the Subdivision Act 1988.
Council Delegate
Council Seal
Date / /

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

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

DEPTH LIMITATION: Does not apply.

BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS HATCHED LINES.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
EXTERIOR FACE: ALL BOUNDARIES.

SURVEY. THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 98, 582
IN PROCLAIMED SURVEY AREA No. — 16.

EASEMENT INFORMATION

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

Section 12(2) of the Subdivision Act 1988 applies to the whole of this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2.20	THIS PLAN	SOUTH EAST WATER LTD

LRS USE ONLY

STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED ☑

DATE: 27/ 8 /09

LRS USE ONLY

PLAN REGISTERED

TIME 5.45PM

DATE 7/ 9 /09

K.A. Balachandiran
Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

M. J. Reddie Surveys Pty Ltd
ABN 49 005 965 257
1 Harner Street, Beaconsfield. 3807
P.O. Box 268, Berwick. 3806
Phone (03) 9707 4117 Fax (03) 9707 4428

LICENSED SURVEYOR (PRINT) MICHAEL J REDDIE
SIGNATURE Michael J Reddie DATE 25-2-2008

REF 07-03-185 FILE 352902 VERSION 3

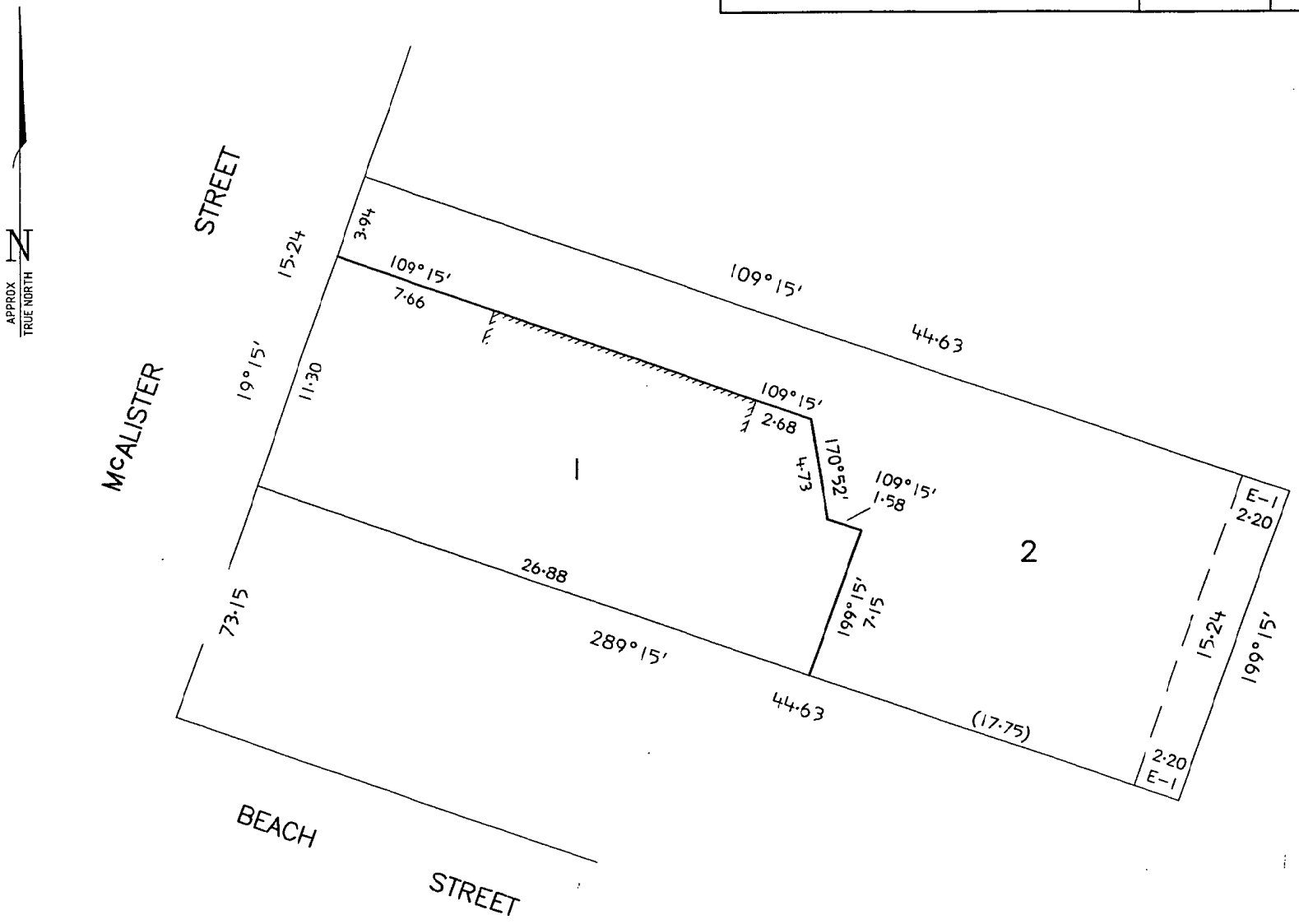
DATE 27/06/2008
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER
PS 610602U



M. J. Reddie Surveys Pty Ltd
ABN 49 005 965 257
1 Horner Street, Beaconsfield. 3807
P.O. Box 268, Berwick. 3806
Phone (03) 9707 4117 Fax (03) 9707 4428

SCALE
0 2 4 8 12
LENGTHS ARE IN METRES

ORIGINAL SCALE	ORIGINAL SHEET SIZE
1:200	A3

LICENSED SURVEYOR (PRINT) MICHAEL J REDDIE
SIGNATURE Michael J Reddie DATE 25-2-2008
REF 07-03-185 FILE 352901 GC 352901 VERSION: 3

SHEET 2 OF 2 SHEETS

DATE 27/06/2008
COUNCIL DELEGATE SIGNATURE

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OFFICE OF TITLES A.S.C VICTORIA

Form 18

AF371551X
01/10/2007 $97 173

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

***Planning and Environment Act* 1987**

Lodged at the Land Titles Office by:

Name:	Maddocks
Phone:	9288 0555
Address:	140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref:	MYM:MHM:LGC:5348320 **Customer Code:** 1167E

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

Land: Volume 5114 Folio 662

Authority: Frankston City Council of Davey Street, Frankston

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

A copy of the agreement is attached to this application

Signature for the Authority: .....

Name of officer: ..... STEVE GAWLER
CHIEF EXECUTIVE OFFICER
FRANKSTON CITY COUNCIL
IN THE STATE OF VICTORIA

Office held: ..... *A SENIOR OFFICER OF THE COUNCIL AS DEFINED IN LOCAL GOVERNMENT ACT 1989*

Date: ..... 21 September 2007

[5348320: 5134992v1]

AF371551X
01/10/2007 $97 173

Maddocks

Date 21 / 9 /2007

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

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 5 McAlister Street, Frankston

Frankston City Council
and

Mario Brzovic and Ana Brzovic

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

AF371551X

01/10/2007 $97 173

Table of Contents

1. DEFINITIONS 2

2. INTERPRETATION 2

3. SPECIFIC OBLIGATIONS OF THE OWNER 3

   3.1 Compliance with other permits 3
   3.2 Development must be to approval of Council 3
   3.3 No changes without further Council consent 3

4. FURTHER OBLIGATIONS OF THE OWNER 3

   4.1 Notice and Registration 3
   4.2 Further actions 3
   4.3 Council's Costs to be Paid 4

5. AGREEMENT UNDER SECTION 173 OF THE ACT 4

6. OWNER'S WARRANTIES 4

7. SUCCESSORS IN TITLE 4

8. GENERAL MATTERS 4

   8.1 Notices 4
   8.2 Service of Notice 5
   8.3 No Waiver 5
   8.4 Severability 5
   8.5 No Fettering of Council's Powers 5

9. COMMENCEMENT OF AGREEMENT 5

AF371551X
01/10/2007 $97 173

Agreement under Section 173 of the Planning and Environment Act 1987

DATE 21 / 9 /2007

BETWEEN

FRANKSTON CITY COUNCIL
of Davey Street, Frankston

(Council)

AND

MARIO BRZOVIC AND ANA BRZOVIC
both of 6 Bruarong Crescent, Farnkston South

(Owner)

RECITALS

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

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

C. On 10 July 2007 Council issued Planning Permit No. 240/2007/P (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Condition 2(c) of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

D. Condition 2(c) of the Planning Permit provides that:

> "The owner of the site enters into an Agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide the following:
>
> (i) All buildings and works approved for Dwelling 2 and the common property to be in accordance with Planning Permit 876/2006/P issued on 29 May 2006; and
>
> (ii) The applicant to cover all costs relating to the preparation and registration of the Agreement (including costs incurred by the Responsible Authority)."

E. The parties enter into this Agreement:

E.1 to give effect to the requirements of the Planning Permit and Development Permit; and

E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AF371551X
01/10/2007 $97 173

THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act* 1987.

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

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

lot means a lot on the Endorsed Plan.

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

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

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

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

Subject Land means the land situated at 5 McAlister Street, Frankston being the land referred to in Certificate of Title Volume 5114 Folio 662 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

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

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

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

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

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

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

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

3. SPECIFIC OBLIGATIONS OF THE OWNER

3.1 Compliance with other permits

The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council, the development of the Subject Land must be in accordance with:

3.1.1 the development authorised by planning permit no. 876/2006/P issued by Council and the various conditions included in that planning permit (**Development Permit**). A copy of the Development Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice; and

3.1.2 the plans from time to time endorsed pursuant to the Development Permit.

3.2 Development must be to approval of Council

The Owner agrees that if the Development Permit expires after this Agreement commences, the development of the Subject Land must be to the satisfaction of Council.

3.3 No changes without further Council consent

The Owner agrees that after the completion of the development of a lot, no buildings or any works comprising the development may be altered or extended without the further written consent of Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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

AF371551X
01/10/2007 $97 173

4.2 Further actions

The Owner further covenants and agrees that:

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

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

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

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

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

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

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

8.1.1 by delivering it personally to that party;

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

AF371551X
01/10/2007 $97 173



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

AF371551X
01/10/2007 $97 173

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of 7 business days after the date of posting; or

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

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

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

AF371551X
01/10/2007 $97 173

The Common Seal of the Frankston City Council was affixed in the presence of:



Councillor

Chief Executive Officer

SIGNED SEALED AND DELIVERED by **MARIO BRZOVIC** in the presence of:

Witness

SIGNED SEALED AND DELIVERED by **ANA BRZOVIC** in the presence of:

Witness

Z

Rate and Valuation Notice 2020–2021

3rd Instalment Notice

Tax Invoice
ABN 49 454 768 065

Rates and charges for the period
1 July 2020 to 30 June 2021

Mario Brzovic and Ana Brzovic
4 Royal Palm Court
SOUTHPORT QLD 4215

041
R0_834550

Notice date: 29/01/2021

Frankston City Council
PO Box 490
FRANKSTON VIC 3199
Phone: 1300 322 322
info@frankston.vic.gov.au
frankston.vic.gov.au

Assessment No./Reference No. 0190989 2

Ward: North-West

Property details

5 McAlister Street, Frankston 3199
Lot 1 PS 610602

Australian Valuation Property Classification Code: 110
Detached Dwelling

Date of valuation:	1/01/2020
Site Value (SV):	$265,000
*Capital Improved Value (CIV):	$315,000
Net Annual Value (NAV):	$15,750
Valuation Effective Date:	1/07/2020

*Capital Improved Value includes land and any improvements

Financial details

Declared on:	1 June 2020
Credit on overcharge	**-$0.27**
3rd Instalment (Due 28/02/2021)	**$431.73**
4th Instalment (Due 31/05/2021)	*$432.00*

This notice does **not** include payments received after 25th January 2021.
Supporting our Community
Council understands the impact of COVID-19 is far reaching. To support our rate paying community we are:
- Suspending penalty interest on overdue accounts to 30th June 2021
- Offering flexibility to impacted residents, and urging anyone unable to meet their payment due date to apply for an Arrangement to Pay.
- Visit: https://www.frankston.vic.gov.au/rates

If you currently have a formalised Arrangement to Pay (ATP) agreement in place with Council which is being fully maintained in accordance with the payment schedule then please disregard this notice.

If you have applied for a pension rebate, $291.00 will have already been deducted from your instalments for this financial year.

If you are experiencing difficulty paying your Rates please contact Council to discuss payment options.
Visit frankston.vic.gov.au or phone 1300 322 322

TOTAL DUE
$431.73

For email notices:
frankston.enotices.com.au
Reference No: **D32C93C00A**

BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: Please enter the BPAY Assessment/Ref number: 01909892

How to pay

Online
Using a Visa, Mastercard or debit card via Council's website.

Visit: frankston.vic.gov.au

BPAY
Contact your participating financial institution to pay from your cheque, savings or credit card account.
Visit: bpay.com.au

Biller Coder: 1966
Ref: 01909892

Phone or Post Billpay
Using a Visa, Mastercard or debit card.

Phone: 1300 721 138
Ref: 01909892

or

By Post Billpay: 13 18 16
Billpay Code: 0760
Ref: 01909892

Centrepay
Deducted from your Centrelink payments.

Learn more: centrelink.gov.au

CRN: 555014543H
Ref: 01909892

Direct Debit
By application to council only, for more information please visit: frankston.vic.gov.au

Mail
Attach cheque or money order to this portion of your notice and post to:

Frankston City Council
PO Box 490
Frankston 3199

Receipts not issued for mail payments

In Person
By cash, cheque, money order, EFTPOS or Credit Card (Visa or Mastercard).

Present this notice with payment at any Council Customer Service Centre.

Find your nearest location: frankston.vic.gov.au

<580702+000000001909892>0000043173+3111+06

Important information

Payment by instalments

Council has declared that rates and charges for the 2020-2021 rating year are required to be paid in four instalments, or nine direct debits (by application). See front of notice.

Change of details

Changes to property ownership, name or address must be made in writing to Council. A Notice of Acquisition must be lodged by the purchaser or their agent within 30 days of settlement in accordance with Section 231 of the *Local Government Act 1989*.
Learn more, visit: **frankston.vic.gov.au/rates**

Incorrect details

If any details on your Annual Rate Notice are incorrect, contact Council immediately. Phone: **1300 322 322**

Payment assistance

If you are having trouble paying on time, contact Council to discuss options available. Phone: **1300 322 322**

Date of declaration

Council declared rates and charges for the 2020–2021 Rateable Year on **1 June 2020**.

Penalties for failing to pay

Council understands the impact of COVID-19 is far reaching. To support our rate paying community we are suspending penalty interest on overdue accounts to **30 June 2021**.

Other penalties for failing to pay

Council may take action through the Magistrates Court to recover unpaid rates and charges.
If rates and charges are outstanding for a period of more than three years Council may, subject to Section 181 of the *Local Government Act 1989*, sell the property to recover monies outstanding.

All payments will be allocated as follows:
1. Legal Costs 2. Interest 3. Arrears 4. Current rates owing

The amounts shown on this notice may not include all amounts outstanding for interest charges (if applicable) or costs associated with the recovery of overdue rates and charges by legal process, as they may accrue after this notice has been printed.

Objection to a valuation

Ratepayers have the right under Sections 16, 17 and 18 of the *Valuation of Land Act 1960* to object to their property valuation. Objections must be lodged within two months of the issue of the original annual rate notice. Regardless, rates must be paid by the due date, otherwise interest will be charged. To learn more contact Council, phone: **1300 322 322**

Appealing rates and charges

Under Section 184 (2) of the *Local Government Act 1989* aggrieved persons have a right of appeal to the County Court on the declared rates and charges on specific grounds within two months of the issue of the original annual rate notice.

Review of differential rates

Under section 183:
1. An owner or occupier of land whose interests are affected by a decision of the Council to classify or to not classify that land as land of a particular type or class for differential rating purpose may apply to VCAT for reveiw of the decision.
2. An application for review must be made within 60 days after the day on which the owner or occupier receives the first notice under section 158(3) following the decision.

The provisions of Part III of the *Valuation of Land Act 1960* apply to a review under this section with any necessary modifications.

Victorian Government Fire Service Property Levy

The levy amount including the fixed charge and the variable component is displayed on front of original annual rate notice. The owner of the land may apply to Council for a waiver, deferral or concession in respect of the leviable land under Section 27 of the *Fire Services Property Levy Act 2012* for rateable land and Section 28 for Non-rateable residential land.

The *Local Government Act 1989* does not permit the levy to be waived or deferred in respect of commercial, industrial, primary production, public benefit and non-rateable leviable land. Eligible pensioners and veterans currently receiving a concession on their rates will also receive a $50 concession on their Fire Service Property Levy.

Pension concession

Pensioners who are eligible to receive a concession on their rates and charges, and who have not received a rebate shown on the Annual Rates Notice, should contact Council to confirm their eligibility. Accepted concession cards are listed on Council's website.
Visit: **frankston.vic.gov.au**

Pensioners who have received a rebate but are no longer eligible must notify Council immediately in writing.

Victorian Government rate cap

Council has complied with the Victorian Government's rate cap of 2 per cent. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

1. The valuation of your property relative to the valuation of other properties in the municipal district
2. The application of any differential rate by Council
3. The inclusion of other rates and charges not covered by the Victorian Government rate cap

Privacy statement

Property owner names and contact details are provided to Council in accordance with the *Local Government Act 1989*. Your details are used and disclosed by Council for a range of purposes related to property ownership and to carry out Council's functions under law. This may involve disclosing your details to other parties, such as government agencies and Council's contractors. Council will only use and disclose your information as authorised by law. Notification of changes of contact details and authorisation for another person to act on your behalf must be provided in writing. For further information about how Council handles personal information, or to request access to personal information visit: **frankston.vic.gov.au** or phone: **1300 322 322**.

See front of notice for payment options

Please detach and include this remittance slip with cheque or money order

Frankston City

Name Mario Brzovic and Ana Brzovic

Assessment No. / Reference No. 0190989 2

Property Address 5 McAlister Street, Frankston 3199

Amount Paid

Post Billpay

Billpay Code: 0760
Ref: 01909892

POST billpay

*760 1909892

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

Bill note:
The total due will be debited from your nominated account. Thanks for using direct debit.

MARIO & ANA BRZOVIC
4 ROYAL PALM CT
SOUTHPORT QLD 4215

Account number:	**15501914**
Direct debit date:	**16 February 2021**

Last bill	Payments received	Balance	Current charges	Total due
$144.60	− $144.60cr =	$0.00	+ $144.60	$144.60

Your account breakdown

Issue date	28 January 2021
Property	5 Mcalister Street FRANKSTON VIC 3199
Property reference	51I//10644/00054
Last bill	$144.60
Payment received	$144.60cr
Balance brought forward	$0.00
Our charges (no GST)	$118.55
Other authorities' charges (no GST)	$26.08
Total due	$144.60

Your snapshot

Average daily cost $1.30

Payment options

DirectDebit
Set up payments at **mysoutheastwater.com.au**

BPAY® (Up to $20,000)
Biller code: **24208** Ref: **1001 5501 9100 004**

Credit Card
Pay by Visa or MasterCard at **southeastwater.com.au** or call 1300 659 658.

EFT (Electronic Funds Transfer)
BSB: **033-874** Account number: **15501914**
Account name: **South EastWater Corporation**

Postbillpay
BillpayCode: 0361 Ref: **1001 5501 9100 004**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Arrange regular deductions from your Centrelink payments visit **humanservices.gov.au/centrepay** CRN: 555 050 397J

Property ref: 51I//10644/00054
5 MCALISTER STREET
FRANKSTON VIC 3199

PN51I

*361 100155019100004

Total due:	$144.60
Account number:	15501914
Date paid:	
Receipt number:	

+00000015501914> +009124+ <0000000000> <0000014460> +444+

Our charges

Service charges	For period 01/01/21 to 31/03/21
Water service charge	$25.53
Sewerage service charge	$93.02
Total service charges	**$118.55**
Our charges	**$118.55**

Other authorities' charges

Waterways and Drainage charge 01/01/21 to 31/03/21	$26.08
Total other authorities	**$26.08**
Total current charges	**$144.60**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see **southeastwater.com.au/residentialprices**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/01/21 to 31/03/21**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

Property Clearance Certificate

Taxation Administration Act 1997

FLAT FEE CONVEYANCING

Your Reference:	BRZOVIC - 5 MCALISTER
Certificate No:	47359921
Issue Date:	18 MAY 2021
Enquiries:	ESYSPROD

Land Address: 5 MCALISTER STREET FRANKSTON VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37501576			11156	293	$404.47

Vendor: ANA BRZOVIC & MARIO BRZOVIC

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS ANA BRZOVIC	2021	$265,000	$404.47	$0.00	$404.47

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$315,000
SITE VALUE:	$265,000
AMOUNT PAYABLE:	**$404.47**

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47359921

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $305.00

Taxable Value = $265,000

Calculated as $275 plus ($265,000 - $250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 47359921

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 47359921

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Brett
P.O. Box 7217 Karingal LPO
FRANKSTON 3199

Client Reference: Brzovic - 5 McAlister

NO PROPOSALS. As at the 17th May 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

5 MCALISTER STREET, FRANKSTON 3199
CITY OF FRANKSTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 17th May 2021

Telephone enquiries regarding content of certificate: 13 11 71

Property Report from www.land.vic.gov.au on 25 April 2021 09:28 PM

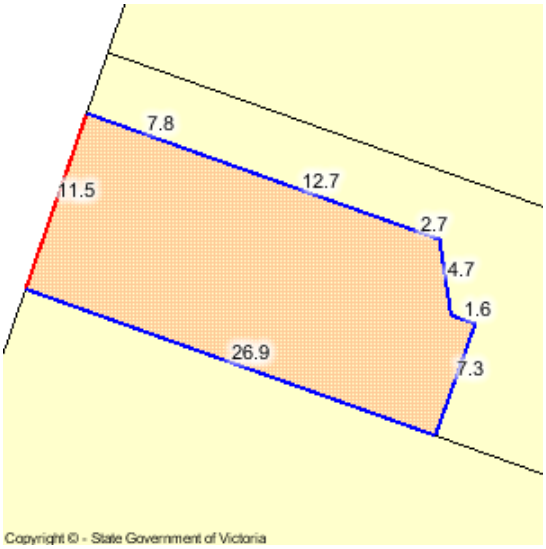
Address: 5 MCALISTER STREET FRANKSTON 3199
Lot and Plan Number: Lot 1 PS610602
Standard Parcel Identifier (SPI): 1\PS610602
Local Government (Council): FRANKSTON **Council Property Number:** 244250
Directory Reference: Melway 100A J6

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 297 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.

For more accurate dimensions get copy of plan at
Title and Property Certificates

State Electorates

Legislative Council: SOUTH-EASTERN METROPOLITAN
Legislative Assembly: FRANKSTON

Utilities

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: South East Water
Melbourne Water: inside drainage boundary
Power Distributor: UNITED ENERGY (Information about choosing an electricity retailer)

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (R1Z)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (R1Z)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 11 (DDO11)
SPECIFIC CONTROLS OVERLAY (SCO)
SPECIFIC CONTROLS OVERLAY - SCHEDULE 3 (SCO3)

Areas of Aboriginal Cultural Heritage Sensitivity:
All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 22 April 2021.

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 Planning Schemes Online

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 abut the land.
To obtain a Planning Certificate go to Titles and Property Certificates

The Planning Property Report includes separate maps of zones and overlays

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 Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal 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.

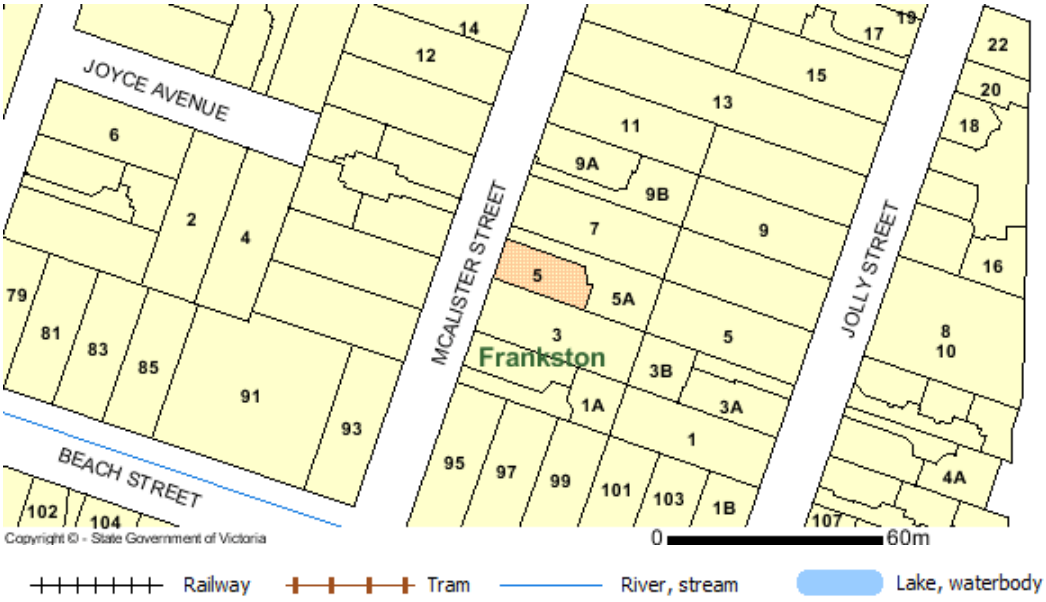
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.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.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html

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Area Map



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PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 25 April 2021 09:31 PM

PROPERTY DETAILS

Address:	**5 MCALISTER STREET FRANKSTON 3199**	
Lot and Plan Number:	**Lot 1 PS610602**	
Standard Parcel Identifier (SPI):	**1\PS610602**	
Local Government Area (Council):	**FRANKSTON**	www.frankston.vic.gov.au
Council Property Number:	**244250**	
Planning Scheme:	**Frankston**	planning-schemes.delwp.vic.gov.au/schemes/frankston
Directory Reference:	**Melway 100A J6**	

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**South East Water**
Melbourne Water:	**inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

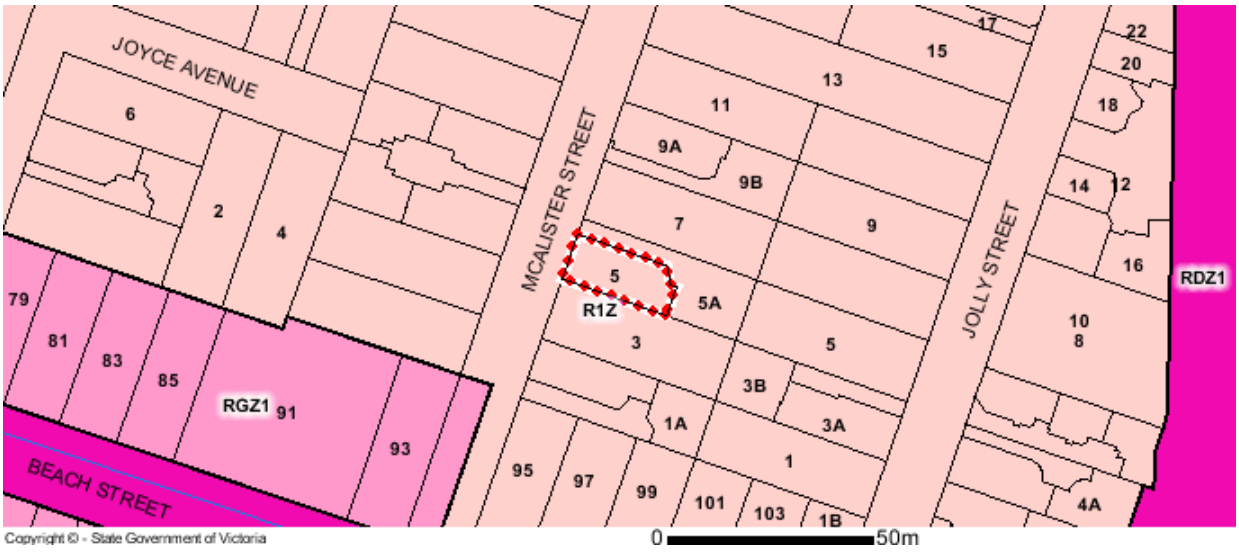
STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**FRANKSTON**

Planning Zones

GENERAL RESIDENTIAL ZONE (R1Z)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (R1Z)



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R1Z - Residential 1 | RDZ1 - Road - Category 1 | RGZ - Residential Growth

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

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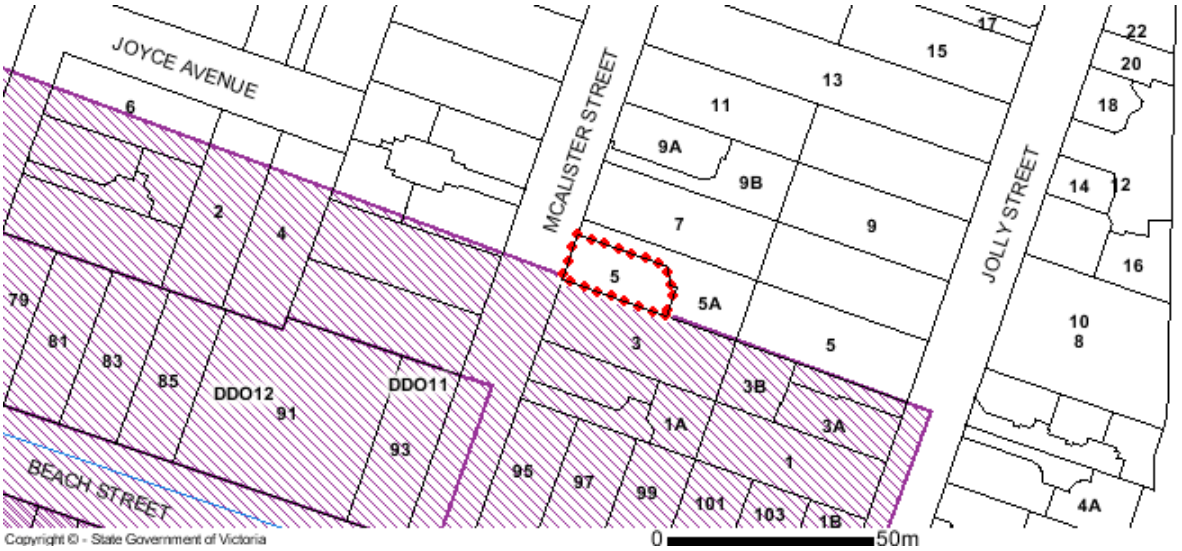
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 11 (DDO11)



DDO - Design and Development

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 3 (SCO3)



SCO - Specific Controls

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

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PLANNING PROPERTY REPORT

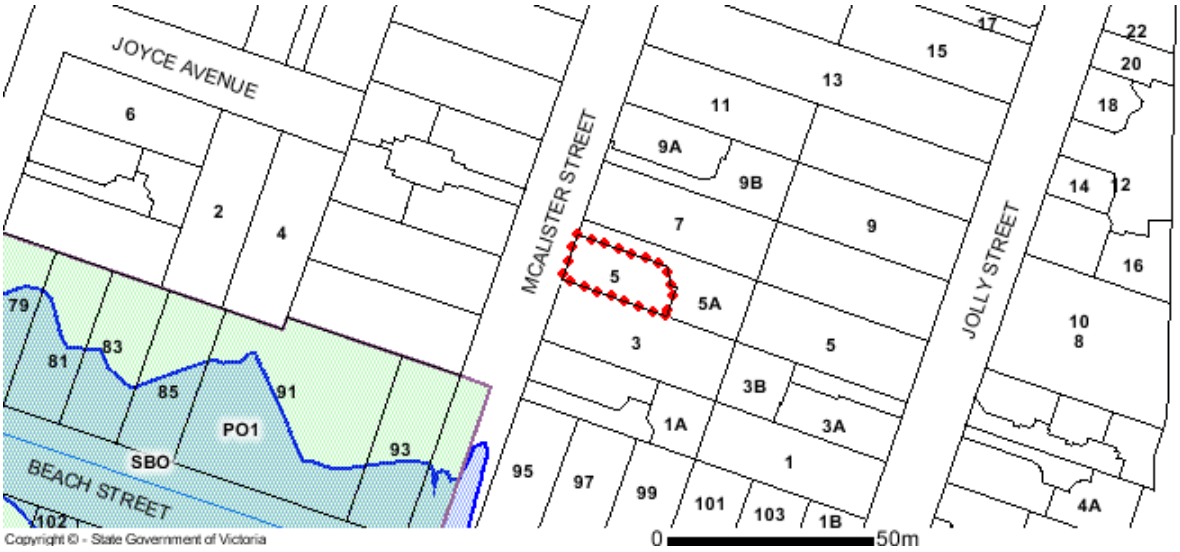
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

PARKING OVERLAY (PO)

SPECIAL BUILDING OVERLAY (SBO)



PO - Parking

SBO - Special Building

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

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PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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'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.

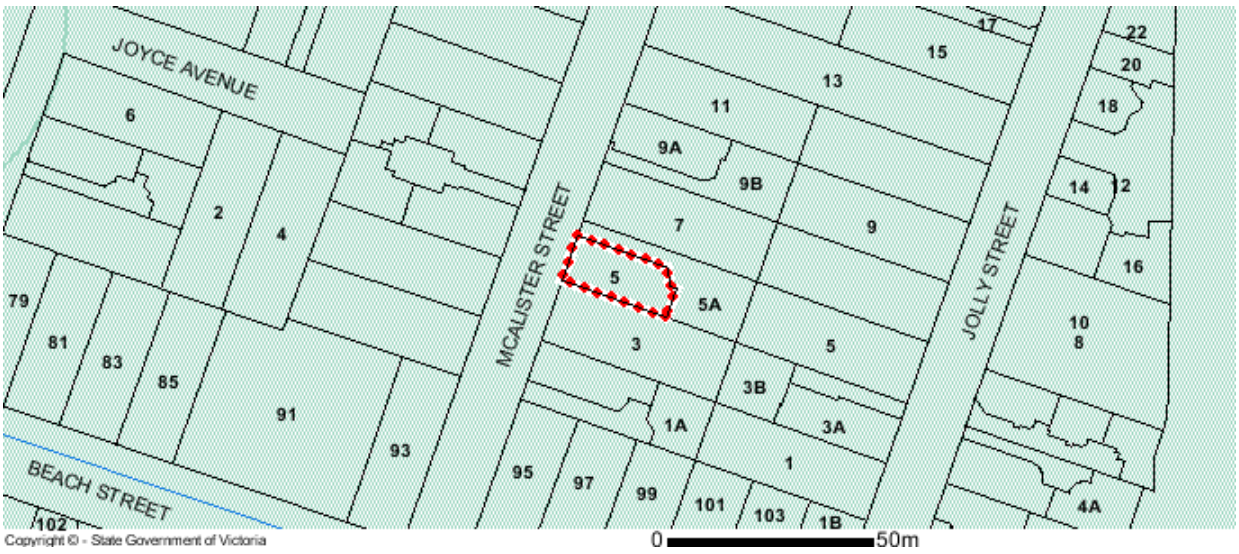
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 http://www.aav.nrms.net.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.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html



Aboriginal Heritage

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PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 22 April 2021.

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

Designated Bushfire Prone Area

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



Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at http://mapshare.maps.vic.gov.au/vicplan or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit https://www.planning.vic.gov.au

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32.08 GENERAL RESIDENTIAL ZONE

31/07/2018
VC148

Shown on the planning scheme map as **GRZ**, **R1Z**, **R2Z** or **R3Z** with a number (if shown).

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-1 Neighbourhood character objectives

27/03/2017
VC110

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-2 Table of uses

24/01/2020
VC160

Section 1 - Permit not required

Use	Condition
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Dependent person's unit	Must be the only dependent person's unit on the lot.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast) **Home based business** **Informal outdoor recreation**	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Road Zone.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone.
Racing dog husbandry	Must be no more than 2 animals.
Railway	

Use	Condition
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dependent person's unit, Dwelling, Residential aged care facility and Rooming house) **Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)**	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Food and drink premises (other than Convenience restaurant and Take away food premises) **Grazing animal production** **Leisure and recreation (other than Informal outdoor recreation and Motor racing track)** **Market** **Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)** **Plant nursery**	
Service station	The site must either: ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Road Zone. The site must not exceed either:

Use	Condition
	▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Road Zone.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Brothel
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Car wash)
Motor racing track
Nightclub
Office (other than Medical centre)
Retail premises (other than Convenience shop, Food and drink premises, Market, and Plant nursery)
Saleyard
Transport terminal
Warehouse (other than Store)

32.08-3 Subdivision

31/07/2018
VC148

Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: - The area of either lot is reduced by less than 15 percent. - The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: - The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. - An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	Clause 59.02

Subdivide land into 2 lots if:
- The construction of a building or the construction or carrying out of works on the land:
  – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired.
  – Has started lawfully.
- The subdivision does not create a vacant lot.
	Clause 59.02

32.08-4 Construction or extension of a dwelling or residential building

15/05/2018
VC143

Minimum garden area requirement

An application to construct or extend a dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-5 Construction and extension of one dwelling on a lot

31/07/2018
VC148

Permit requirement

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of between 300 square metres and 500 square metres if specified in a schedule to this zone.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with one dwelling on:
  - A lot of less than 300 square metres, or
  - A lot of between 300 and 500 square metres if specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct an outbuilding or extend a dwelling if the development: Meets the minimum garden area requirement of Clause 32.08-4. ▪ Does not exceed a building height of 5 metres. ▪ Is not visible from the street (other than a lane) or a public park. ▪ Meets the requirements in the following standards of Clause 54: – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 59.14
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling.	Clause 59.03

32.08-6 Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

31/07/2018
VC148

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

A permit is not required to construct one dependent person's unit on a lot.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.	Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

32.08-7 Requirements of Clause 54 and Clause 55

27/03/2017
VC110

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-8 Residential aged care facility

26/10/2018
VC152

Permit requirements

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.08-9 Buildings and works associated with a Section 2 use

04/12/2020
VC180

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works where: ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to $100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to $500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory. If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.	Clause 59.04

32.08-10 Maximum building height requirement for a dwelling or residential building

26/10/2018
VC152

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.

- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.08-11 Application requirements

26/10/2018
VC152

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-12 Exemption from notice and review

26/10/2018
VC152

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

32.08-13 Decision guidelines

24/01/2020
VC160

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings and residential buildings

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-14 Signs

26/10/2018
VC152

Sign requirements are at Clause 52.05. This zone is in Category 3.

32.08-15 Transitional provisions

26/10/2018
VC152

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
  - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

23/05/2019
C133fran

SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **R1Z** and **GRZ2**.

GENERAL RESIDENTIAL AREAS

1.0 Neighbourhood character objectives

23/05/2019
C133fran

None specified.

2.0 Construction or extension of a dwelling or residential building - minimum garden area requirement

23/05/2019
C133fran

Is the construction or extension of a dwelling or residential building exempt from the minimum garden area requirement?
No

3.0 Permit requirement for the construction or extension of one dwelling on a lot or a fence associated with a dwelling on a lot

23/05/2019
C133fran

Is a permit required to construct or extend one dwelling on a lot of between 300 and 500 square metres?
No
Is a permit required to construct or extend a front fence within 3 metres of a street associated with a dwelling on a lot of between 300 and 500 square metres?
No

4.0 Requirements of Clause 54 and Clause 55

23/05/2019
C133fran

	Standard	Requirement
Minimum street setback	A3 and B6	None specified
Site coverage	A5 and B8	None specified
Permeability	A6 and B9	None specified
Landscaping	B13	None specified
Side and rear setbacks	A10 and B17	None specified
Walls on boundaries	A11 and B18	None specified
Private open space	A17	None specified
	B28	None specified
Front fence height	A20 and B32	None specified

5.0 Maximum building height requirement for a dwelling or residential building

23/05/2019
C133fran

None specified.

6.0 Application requirements

23/05/2019
C133fran

None specified.

7.0 Decision guidelines

23/05/2019
C133fran

None specified.

43.02 DESIGN AND DEVELOPMENT OVERLAY

31/07/2018
VC148

Shown on the planning scheme map as **DDO** with a number.

Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which are affected by specific requirements relating to the design and built form of new development.

43.02-1 Design objectives

19/01/2006
VC37

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

43.02-2 Buildings and works

31/07/2018
VC148

Permit requirement

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
  - If a schedule to this overlay specifically states that a permit is not required.
  - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Construct a fence.	Clause 59.05
Construct a building or construct or carry out works for: ▪ A carport, garage, pergola, verandah, deck, shed or similar structure. ▪ An outdoor swimming pool. The buildings and works must be associated with a dwelling.	Clause 59.05

Class of application	Information requirements and decision guidelines
Construct a building or construct or carry out works with an estimated cost of up to $1,000,000 where the land is in an industrial zone.	Clause 59.05
Construct a building or construct or carry out works with an estimated cost of up to $500,000 where the land is in a commercial zone or a Special Use, Comprehensive Development, Capital City, Docklands, Priority Development or Activity Centre Zone.	Clause 59.05

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-3 Subdivision

31/07/2018
VC148

Permit requirement

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change.	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision.	Clause 59.02
Subdivide land into 2 lots if: ▪ The construction of a building or the construction or carrying out of works on the land:	Clause 59.02

Class of application	Information requirements and decision guidelines
– Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot.	

Exemption from notice and review

A schedule to this overlay may specify that an application is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

43.02-4 Signs

31/07/2018
VC148

Sign requirements are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

43.02-5 Application requirements

31/07/2018
VC148

An application must be accompanied by any information specified in a schedule to this overlay.

43.02-6 Decision guidelines

31/07/2018
VC148

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

23/05/2019
C133fran

SCHEDULE 11 TO CLAUSE 43.02 DESIGN AND DEVELOPMENT OVERLAY

Shown on the planning scheme map as **DDO11**.

FRANKSTON HOSPITAL EMERGENCY MEDICAL SERVICES HELICOPTER FLIGHT PATH PROTECTION (OUTER AREA)

1.0 Design objectives

24/11/2017
GC49

To ensure that the height of buildings and works do not encroach on the flight path areas associated with the Frankston Hospital helicopter landing site.

To ensure that the height of development avoids creating a hazard to aircraft using the Frankston Hospital helicopter landing site.

2.0 Buildings and works

23/05/2019
C133fran

A permit is not required to construct a building or to construct or carry out works that would result in the height of the building or works being less than the referral height, being 51.1 metres above the Australian Height Datum (AHD).

A permit is not required to construct or carry out buildings and works in relation to an existing dwelling that exceeds 51.1 metres above the AHD provided:

- The buildings and works do not exceed the existing height of the building (measured at the apex of the roofline); and
- The lot does not immediately adjoin the hospital land (hospital land is defined by the extent of the Public Use Zone 3).

A permit is not required to construct a building or to construct or carry out works within the Public Use Zone 3.

Note: Check the "Hospital Emergency Medical Services – Helicopter Flight Path Protection Areas Incorporated Document, June 2017" for additional requirements for land affected by this schedule.

Referral of applications

An application must be referred in accordance with Section 55 of the Act to the referral authority specified in Clause 66.04 or a schedule to that clause.

Exemption from notice and appeal

An application is exempt from notice requirements of section 52(1) (a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Note: The Frankston Hospital helicopter landing site is at an elevation of 41.1 metres above the AHD.

3.0 Subdivision

29/02/2016
GC41

A permit is not required to subdivide land.

4.0 Signs

23/05/2019
C133fran

None specified.

5.0 Application requirements

23/05/2019
C133fran

An application to construct a building or to construct or carry out works must include the following information (prepared by a suitably qualified person):

- The location and topography of the subject land in relation to the helicopter landing site.

- The location and height of the main features on the subject land, including existing buildings, structures, trees or any other tall features.
- The proposed buildings and works on the land including details of the maximum height of the proposed buildings, works and construction equipment measured relative to the height of the helipad (AHD).

6.0 Decision guidelines

23/05/2019
C133fran

Before deciding on an application, the responsible authority must consider:

- Whether the height and design of any proposed buildings or works will have an impact on the flight paths associated with the Frankston Hospital helicopter landing site.
- The views of the Department of Health and Human Services (Vic).

45.12 SPECIFIC CONTROLS OVERLAY

31/07/2018
VC148

Purpose

To apply specific controls designed to achieve a particular land use and development outcome in extraordinary circumstances.

45.12-1 Use or development

31/07/2018
VC148

Land affected by this overlay may be used or developed in accordance with a specific control contained in the incorporated document corresponding to the notation on the planning scheme map (as specified in the schedule to this overlay). The specific control may:

- Allow the land to be used or developed in a manner that would otherwise be prohibited or restricted.
- Prohibit or restrict the use or development of the land beyond the controls that may otherwise apply.
- Exclude any other control in this scheme.

45.12-2 Expiry of a specific control

31/07/2018
VC148

If a specific control contained in an incorporated document identified in the schedule to this clause allows a particular use or development, that control will expire if any of the following circumstances applies:

- The use and development is not started within two years of the approval date of the incorporated document or another date specified in the incorporated document.
- The development is not completed within one year of the date of commencement of works or another date specified in the incorporated document.

The responsible authority may extend the periods referred to if a request is made in writing before the expiry date or within three months afterwards.

Upon expiry of the specific control, the land may be used and developed only in accordance with the provisions of this scheme.

29/11/2019
GC127

SCHEDULE TO CLAUSE 45.12 SPECIFIC CONTROLS OVERLAY

1.0
29/10/2020
C142fran

Specific controls

PS Map Ref	Name of incorporated document
SCO1	Woolworths Oxygen, Carrum Downs (February 2011).
SCO2	Kristen Close, Frankston South (February 2011).
SCO3	Hospital Emergency Medical Services - Helicopter Flight Path Protection Areas Incorporated Document (June 2017).
SCO4	Golf Links Road and Grant Road (Peninsula Link to Frankston-Flinders Road) Upgrade Project Incorporated Document, November 2019
SCO5	Lathams Road (Oliphant Way to Frankston-Dandenong Road) Upgrade Project Incorporated Document, April 2019
SCO6	Balmoral Offices, 12 Balmoral Walk, Frankston – September 2020

10 May 2018

Aquire
Real Estate

RESIDENTIAL TENANCY AGREEMENT

PROPERTY ADDRESS:	5 McAlister Street Frankston, VIC, 3199
LANDLORD(S):	Ana and Mario Brzovic
TENANT(S):	Shams and Sadaf Naqshbandi

Aquire Real Estate
473 Nepean Highway
Frankston VIC 3199
Ph: (03) 9781 0088
Fax: (03) 9781 3667
info@aquire.re
www.aquire.re

Leave Blank

ZERO TOLERANCE POLICY FOR LATE RENT PAYMENTS

We understand that over the duration of your tenancy you may have a slight hiccup in your rent payment due to an unexpected circumstance, however we always keep our tenants advised of our policy when it comes to paying your rent. Continual late payments will not be tolerated & we expect your rent to be made top priority. Below is a time line on what will happen should you fall behind in your rent:

1. Your landlord has a mortgage on the property that is due each month. When you don't pay rent, the landlord has to still pay the mortgage. The banks are not lenient with late payments and neither are we.
2. We expect the full calendar months' rent in advance and your rent should be transferred the day before your lease starts to allow enough time for transfer between banks.
3. If you believe you will be late with a rental payment, you **MUST** notify Aquire Real Estate at lease 3 (three) working days before your rent is due, so we can notify the landlord. If you cannot make the full payment, then we expect some money to be paid towards the rent. We ask that you do all that you can to borrow money from other sources (i.e. your family, friends, employer, bank).

If we are not notified that your rent will be late, our policy is:

- 1 day late – We will send you a reminder SMS, email and phone call
- 2 days late – A phone call, SMS, and email will be sent
- 3 days late - A phone call to your work, your mobile, your references, SMS and email will be sent
- 4 days late - An Agent will be at your property to conduct a site visit
- 7 days late - A Breach letter will be sent as you are in breach of your lease agreement
- 14 days late A Notice to Vacate will be issued and you will be asked to vacate the property
- 14+ days late VCAT Proceedings will be actioned and permanent court and credit records will be lodged

Arrears POST Vacating Date

- VCAT Bond & Compensation Court Hearing
- Permanent Court Record and Credit Record lodgements that will stay active for 7 years – making renting and borrowing in the future very difficult.
- Tenancy lodged with National Tenancy Database and we will be unable to give you a rental reference
- Outstanding Debt will be lodged with a Debt Collector

Tenant(s) Signature

Tenant(s) Signature

Leave Blank

Aquire Real Estate / Bayside Residential
473 Nepean Highway
Frankston VIC 3199
P: 03 9781 0088
E: info@aquire.re

Residential Tenancy Agreement
Residential Tenancy Act 1997

Conditions of Agreement

1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto BETWEEN the LANDLORD whose name and address is specified in item 2 in the Schedule whose agent is specified in item 2 in the Schedule and the TENANT whose name and address is specified in item 4 in the schedule.

   PREMISES AND RENT

   The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule commencing on the date specified in item 7 of the Schedule and payable by the TENANT to the party specified in item 8 in the Schedule.

   BOND

   The TENANT shall pay a BOND of the amount specified in the item 9 of the Schedule to the LANDLORD/AGENT on or before the signing of this Agreement.
   In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Bond Authority within 5 business days of receiving the BOND.

   FIXED TERM TENANCY

   The term of this Agreement shall be as specified in item 11 in the Schedule COMMENCING on the date specified in item 12 in the Schedule and ENDING on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act, 1997 this Agreement shall hereafter continue as a periodic tenancy.

   OR

   PERIODIC TENANCY

   This Agreement shall commence on the date specified in item #7 in the Schedule and continue until terminated in accordance with Residential Tenancies Act, 1997.

2. **CONDITION OF THE PREMISES**

   The LANDLORD shall make sure that the premises are maintained & in good repair

3. **DAMAGE TO THE PREMISES**
   (a) The TENANT shall make sure that care is taken to avoid damaging the rented premises.
   (b) The TENANT must take reasonable care to avoid damaging the premises and 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 as practicable.

Tenant(s) Signature: _____ Landlord Signature: _____

4. **CLEANLINESS OF THE PREMISES**
(a) The LANDLORD shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises.
(b) The TENANT shall keep the premises in a reasonably clean condition during the period of Agreement.

5. **USE OF PREMISES**
(a) The TENANT shall not use or allow the premises to be used for any illegal purpose
(b) The TENANT shall 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 neighbouring premises.

6. **QUIET ENJOYMENT**
The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. **ASSIGNMENT OR SUB-LETTING**
(a) The TENANT shall not assign or sub-let the whole or any part of the premises without the consent of the LANDLORD. The LANDLORD's consent shall not be unreasonably withheld.
(b) The LANDLORD shall 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 an assignment in writing of this Agreement.

8. **RESIDENTIAL TENANCIES ACT, 1997**
Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act, 1997 for further rights and duties).

ADDITIONAL TERMS
Additional terms which do not take away the rights and duties included in the Residential Tenancies act, 1997 may be set out in this section.

9. The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

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

11. The TENANT agrees to pay the LANDLORD any excess amount charged, or any additional premium charged by the LANDLORD's insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the TENANT, or by anyone on the premises with the consent of the TENANT.

12. The TENANT shall indemnify the LANDLORD for any loss of damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT or anyone on the premises with the consent of the TENANT. Without limiting the generality of the foregoing, the TENANT shall indemnify the LANDLORD for the cost of repairs to plumbing blockages caused by the negligence or misuse of the TENANT.

13. The TENANT shall notify the LANDLORD or AGENT immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act, 1983.

14. The TENANT shall **indemnify** the LANDLORD against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANT, or the TENANT's servants, agents and/or invitees. This lease is entered into upon the express condition that the Lessor shall not in any way be liable for any damage or injury to the Premises or to the Lessee or to the Lessee's property or to the property of any agent, invitee, or licensee of Lessor. To the extent that it is not prohibited by law, the Lessee indemnifies and agrees to keep the Lessor indemnified in respect of all claims, actions, suits, demands, judgements, or costs arising from such damage or injury.

Tenant(s) Signature: _____ Landlord Signature: _____

15. The TENANT shall not paint or affix any sign or antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT.

16. The TENANT acknowledges that it is the TENANT's responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENT's office and to continue paying rent until such time as the keys are delivered.

17. The TENANT shall not use the premises for any purpose other than for residential purposes without the written consent of the LANDLORD.

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

19. The TENANT shall not keep any animal, bird or pet on the premises without the written consent of the LANDLORD. (Note: Written consent of the Body Corporate Committee will be necessary in an own-your-own unit).

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

21. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

22. The TENANT shall not keep or use in the premises any portable kerosene heaters, oil burning heater or heaters of a similar kind.

23. The TENANT shall comply with any Act, Regulation, Rule or direction of any government, semi government or statutory body.

24. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice or notices "to let" during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this Agreement and permit access to the premises by the LANDLORD or his AGENT to present the property to prospective purchasers or TENANTS upon 24 hours notice or by Agreement with the TENANT and the LANDLORD or the LANDLORD's AGENT.

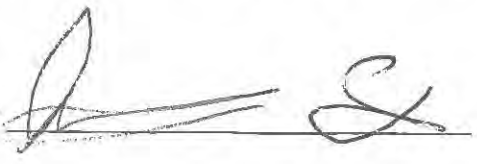
25. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANT's purpose or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

26. No consent or waiver of any breach by the TENANT of the TENANT's obligations under the Residential Tenancies Act, 1997 shall prevent the LANDLORD from subsequently enforcing any provisions of this Agreement.

27. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common property provided that the TENANT shall not be required to contribute costs of a capital nature of which would, except for this provision, be payable by the LANDLORD. The Standard Rules of the Sub-Division (Body corporate) Regulations, if not amended, apply to all Body Corporates.

28. In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, The LANDLORD may from time to time and at any time, other than within the terms specified in the Schedule of the fixed term at intervals of not less than six months, increase the rent by giving the TENANT at least 60 days notice of the increase.

29. This agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.

Tenant(s) Signature:  Landlord Signature: _____

30. The TENANT shall at the TENANT's expense replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring. The TENANT shall at the TENANT's expense replace all tap washers to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty plumbing.

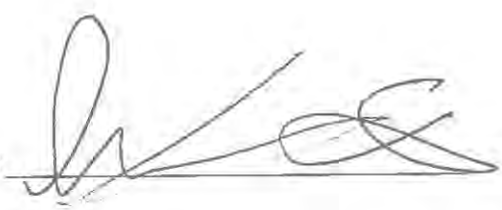
31. The TENANT agrees fully and regularly to maintain and water the garden area, including trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.

32. If the TENANT wishes to vacate the premises at the expiration of this agreement the TENANT shall give the LANDLORD or AGENT written notice of the TENANT's intention to vacate 28 days prior to the expiration of the Agreement. If the TENANT remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement the TENANT must give written notice of the TENANT's intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT gives notice.

33. The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act, 1997, The TENANT shall not refuse to pay rent on the grounds that the TENANT intends to regard as rent paid by the TENANT the BOND paid in respect of the premises. The TENANT acknowledges that failure to abide by this section of the Act renders the TENANT liable to a penalty of $1000.

34. The TENANT agrees not to carry out any mechanical repairs, spray painting of any motor vehicles, boats or other equipment in or around the property including common property. The TENANT also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the PREMISES or the land or common property on which it is situated to it's original condition forthwith.

35. The TENANT must:
(a) check each smoke detector in the PREMISES monthly to confirm that it is kept fully operational. These checks are to ensure the safety of the TENANT and the security of the PREMISES.
(b) Replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary).
(c) Immediately notify the LANDLORD/AGENT of any faulty smoke detector (and confirm this advice to the LANDLORD/AGENT in writing the same day).

Tenant(s) Signature:  Landlord Signature: _____

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ADDENDUMS

GENERAL CONDITIONS

1. To provide a suitable oil tray to be placed underneath the chassis of his/her car while parked on the premises.
2. Not to drive his/her motor car on the lawn or garden area.
3. To notify the LANDLORD or his agent of any change of personal or business telephone number (if any).
4. In the event that the TENANT vacates the property prior to the expiry of the Lease the TENANT agrees to pay the re-letting costs being 3% of the annual agreed income plus all advertising incurred in re-letting and agree that this amount may be taken from the bond and all rental payable up to commencement date of any new tenancy.
5. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he/she will :
   a. Immediately inform the managing agent in writing with at least 28 days notice and request that they try to find an acceptable person who will execute a new lease agreement.
   b. Continue to pay rent in accordance with the lease until the commencement of the following tenancy
6. The TENANTS hereby agree to maintain the lawns and gardens of the subject property in a responsible and satisfactory condition. This also includes mowing of lawns and watering of plants on a regular basis. In the event that they are not maintained the LANDLORD will have the right to employ a gardener to maintain the premises herein at the TENANT's expense.
7. The TENANT hereby agrees to keep only animals on the premises as per clause 19 of this lease.-
8. The TENANT agrees to an initial 3 month inspection and 6 monthly inspections of the property thereafter.
9. The TENANT agrees to professionally steam clean the carpets upon vacating the property and to provide the agents with a receipt for this work. If the work is not carried out by a professional steam cleaning tradesman the TENANT agrees to the agent having this done and the cost being deducted from the bond.
10. The TENANT acknowledges advice that the State Government has introduced a bill to amend the Water Act which requires TENANTS to pay for the water they use. The TENANTS are therefore liable for those consumption costs in a similar manner to electricity, gas and phone charges.
11. The TENANT shall not smoke inside the residence and shall only smoke outside of the residence. All damage, discolouration and odours are to be repaired and brought back to the entry condition (as per original condition report).
12. The TENANT agrees that all the plants and pots are to be placed in suitable non-porous containers, raised at least 20 centimetres above the floor
13. The TENANT acknowledges that any item that forms part of the property being leased and any repairs necessary due to the TENANT'S MISUSE will be at the tenant's expense, and the items will be left in working order at the expiration of the tenancy.

Tenant(s) Signature: _____ Landlord Signature: _____

14. The TENANT agrees it is his/her obligation to inform the Managing Agent of any repairs for any of the above items before any of the repairs are carried out.

15. The TENANT agrees that should the premises not be left in a clean and re-lettable condition upon vacating the costs of cleaning is to be deducted from his/her security deposit.

16. The TENANT agrees to pay all bank charges due to dishonoured cheques and agrees to pay any further by cash or bank cheque, as no further personal cheques will be accepted

17. The TENANT agrees to park in only that space, carport or garage allotted to this tenancy, and not to park or cause to be parked in any manner which will cause inconvenience to any other resident. Parking allotted is for registered vehicles only and no abandoned, disused, un-roadworthy or unregistered vehicle will be allowed.

18. In the event of any infectious disease, vermin, fleas, insects or rodents affecting the property and not attributed directly to the surroundings or as a result of an order by Health Department or relevant authority, the TENANT agrees to rectify and indemnify the LANDLORD/ Agent against any costs incurred.

19. The LANDLORD shall not be obligated to re-instate the premises in the event that the premises are totally destroyed or to such an extent as to be rendered unsafe for habitation.

20. The TENANT shall not allow any other persons to occupy the premises other than themselves and their children without the written permission of the LANDLORD.

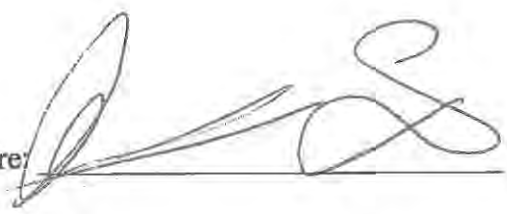
21. The TENANT agrees to reinstate the walls, ceilings, and carpet, or reimburse the Landlord for any damages caused by black smoke residue, oil or wax from burning candles and/or oil burners at the expiration of the tenancy.

22. The TENANT acknowledges that the TENANT shall insure all their personal possessions and furniture. The TENANT acknowledges that the LANDLORD insurance policy will not provide cover for such possessions.

23. If roller door remotes are broken when the tenant vacates the property, an amount of $60 will be deducted from the bond for each broken remote control (which is basically current replacement cost)

24. The TENANT agrees that all furnishings listed in the condition report will be maintained to satisfactory standards, fair wear and tear excepted. Should furnishings, utensils, or fittings be damaged due to tenant negligence, the tenant agrees to replace these items at his/her cost.

25. The TENANT shall indemnify the LANDLORD against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANT, or the TENANT's servants, agents or invitees. This lease is entered to upon the express condition that the Lessor shall not in any way be liable for any damage or injury to the Premises or to the Lessee or the Lessee's property or to the property of any agent, invitee or licensee of the Lessor. To the extent that it is not prohibited by law, the Lessee indemnifies and agrees to keep the Lessor indemnified in the respect of all claims, actions, suits, demands, judgements or costs arising from such damage or injury.

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ANIMALS

1. The tenant shall abide by the conditions specified in Clause 19 of this lease.

2. "The Tenant agrees and acknowledges that he/she/they will only be allowed to keep any domestic pet at the premises during the currency of this Lease strictly subject to the following conditions:

   a. The Tenant must first submit to the Landlord, a written description of the type of pet and obtain written permission from the landlord to keep the pet at the premises;

   b. The Landlord has sole, unfettered discretion to give such written consent for the Tenant to keep the pet and, if the Landlord gives such consent, the Landlord may withdraw it at any time without being obliged to give any reason therefore, in which event, the Tenant must immediately have the pet removed from the premises;

   c. The Tenant must ensure that the pet is kept at the premises in accordance with all Statutory & Council legal requirements;

   d. The Tenant will be solely responsible for the maintenance of the pet and ensuring that it does not cause any damage to either the premises (including any fixtures & fittings of the Landlord's contained therein) nor cause any damage or nuisance to any third party at the premises (or in its proximate vicinity). The Tenant shall be solely liable in respect of any claim, demand, cost, expense or damage arising out of a breach of this clause and the Tenant shall indemnify and keep indemnified the Landlord against the same at all times".

AGREED CONSENT: The TENANT can keep

Animal Type:	Size:	Age:	Registration:

Any other animal will require written consent of the LANDLORD. (Note: Written consent of the Body Corporate Committee will be necessary in an own-your-own unit).

The tenant also agrees:

a. At the termination of the tenancy, the tenant agrees to have the carpets **DRY** cleaned and flea treated.
b. At termination of the tenancy, the tenant agrees to repair any damages caused by the dog in the back garden, including, but not limited to filling holes, replacing grass, repairing fences.
c. Any costs arising from changes required to the property as a result of keeping the animal are the responsibility of the tenant and the tenant agrees to return the property to its original condition as detailed in the condition report and agrees to bear the costs of doing so.

3. The dogs currently owned by the tenants will be kept outdoors.
4. Any damage to the property caused by the pets will be made good by the tenants.
5. The tenants will not acquire any additional pets (including any dog/s in the event that one or both of the existing dogs passes away)

Tenant(s) Signature: _____ Landlord Signature: _____

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POOL AND/OR SPA

In consideration for access to and use of the pool and/or spa on the rental premises, the parties agree to the following:

2. Tenant will be responsible for normal maintenance on the pool and/or spa, to include the purchase of chemicals and other equipment necessary for normal use. Tenant is responsible for immediately reporting any functional discrepancy with the pool or spa to Agent.

3. If Tenant is responsible for servicing of the pool. Proof of receipt is required with copies provided to Agent immediately upon completion of service.

4. Tenant agrees to use ordinary care and caution in the use of pool and/or spa equipment. Tenant hereby grants Landlord/Agent and their Representatives access to the property to monitor condition and upkeep of the pool and/or spa.

5. All repairs to the pool or spa shall be the responsibility of the Landlord, except when such repairs are due to negligence or misuse by the Tenant, in which case Tenant shall bear any and all costs of correcting any cosmetic or functional discrepancies.

6. Tenant agrees to be responsible for the security of the pool or spa and the safety of their guests or invitees. Access to the pool or spa shall be limited through use of locks, covers, or other means if provided when not in use. All access to pool area shall be secured when Tenant intends to be away from the property for more than 24 hours.

7. Tenant agrees to properly store, maintain, and protect any covers or other equipment provided, and agrees to be responsible for the condition and return of same at time of lease termination.

8. If Tenant properly terminates the lease and vacates prior to lease termination date, Tenant shall maintain all utilities and other services for the pool called for in the lease and this addendum until the last day of the lease.

9. Tenant will obtain at his/her expense test strips/kit to periodically check water for proper balance. Tenant shall be responsible to immediately notify pool service vendor of any water quality or chemical imbalance issues. Landlord/Agent assumes no liability for improper concentrations or use of pool and/or spa chemicals.

FLOORBOARDS

The TENANT acknowledges that they will ensure to use protective felt on the underside of furniture. The tenant acknowledges that any damaged caused to the floorboards will be their responsibility to rectify at the completion of their tenancy.

FLUSHABLE WIPES

Tenant acknowledges that flushable wipes are not accepted in this rental property as it may cause pipes to become blocked. Should pipes become blocked and a plumber determines the cause to be from flushable wipes, the service call and plumbers fees shall be borne by the tenant.

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SPECIAL CONDITIONS

1. Areas not considered part of this lease:

***. By signing this lease at the rentable rate as described on Item 6 of the Lease Schedule, the tenant accepts that the areas excluded as detailed above, although part of the building do not comprise, nor are considered part of the rentable area, nor part of the rentable rate.

6. Tenant acknowledges the following fittings and fixtures are either 1). Not working and will not be fixed, or 2) If working, and then become non-functional, will not be fixed.

FITTINGS AND FIXTURES	1) or 2)

INCLUSIONS

Tenant(s) Signature: _____ Landlord Signature: _____

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Real Estate

Leave Blank

Tenant(s) Signature:  Landlord Signature: _____

Item 1:	Date of Agreement:	10 May 2018
Item 2:	Landlord: Name:	Ana and Mario Brzovic
	Address:	C/o-473 Nepean Highway, Frankston VIC 3199
Item 3:	Agent:	Desago Real Estate Pty Ltd, T/As Aquire Real Estate ABN: 45 134 737 867
Item 4:	Tenant 1: Name: Tenant 2: Name:	Shams Naqshbandi Sadaf Naqshbandi
Item 5:	Rental Premises:	5 McAlister Street Frankston, VIC, 3199
Item 6:	**Rental:**	**$1,673.00 per calendar month**
Item 7:	Commencing on:	11/05/2018
Item 8:	Rental Payments to Agent:	Aquire Real Estate Office Via Rent Card at Westpac Bank or Via EFT to: **Account Name:** Aquire Real Estate Rental Trust BSB: 033 272 Account Number: 339180 Reference: 100305+ your name
Item 9:	Bond:	$1,673.00

Where there is more than one tenant, the amounts they each contribute are listed as follows

Name:	Amount:

Item 10:	URGENT REPAIRS	PHONE – AQUIRE REAL ESTATE 9781 0088
Item 11:	Term:	12 months
Item 12:	**Commencement Date:**	**11/05/2018**
Item 13:	**Termination Date:**	**10/05/2019**

The Tenants hereby also acknowledge having received a copy of a Statement of Rights and Duties, two copies of the property condition report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

Party	Name	Signature	Date
Lease: Tenant 1:	Shams Naqshbandi		11-5-18
Lease: Tenant 2:	Sadaf Naqshbandi		11-5-18
Witness:	Property Manager TANIA MOURANT		11/05/2018
Landlord:	Ana Brzovic		

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