

CONTRACT OF SALE OF REAL ESTATE

Apartment 402, 339 Mitcham Rd, Mitcham, VIC, 3132



A: Level 2, 369 Royal Parade
Parkville VIC 3052
T: 1300 03 95 59
E: contact@bondc.com.au
Ref: 30515

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: Apartment 402, 339 Mitcham Rd, Mitcham, VIC, 3132

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of 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); and
- Vendor's Statement.

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

Print name of person signing:

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

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

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

Claudio Sinosich and Nicole Ann Sinosich

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 Sale of Land Act 1962)

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Tel: 03 98942044 Fax: Anthony Molinaro
 Mob: 0411 061 O'Brien Real Estate Blackburn
 796 98 South Parade
 BLACKBURN VIC 3130
 Ref: Email:
 anthony.molinaro@obrienrealestate.com.au

VENDOR

Claudio Sinosich and Nicole Ann Sinosich

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

BOND CONVEYANCING PTY LTD
 of Level 2, 369 Royal Parade, Parkville VIC 3052
 Tel: 1300 03 95 Ref: 30515 Email: contact@bondc.com.au
 59

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND (general condition 7 & 13) The land more particularly described in Certificate of Title
 Volume 11521 Folio 983 being Lot 402 on PS703655E

The Land includes all improvements and fixtures.

Apartment 402, 339 Mitcham Rd, Mitcham, VIC, 3132

GOODS SOLD WITH LAND All fixed floor coverings, light fittings, window furnishings and all
 fixtures and fittings of a permanent nature, as inspected.

PAYMENT

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

GST (refer to general condition 13)

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

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

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

SETTLEMENT

Is due on

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

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

LEASE

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

SUBJECT TO LEASE

in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease: see attached.

TERMS CONTRACT

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

LOAN (refer to general condition 20)

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

Lender:

Loan amount:

Approval date:

BUILDING REPORT

☐ General Condition 21 applies only if this box is ticked

PEST REPORT

☐ General Condition 22 applies only if this box is ticked.

NOTICE TO PURCHASER

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

Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: (TBA)
The payment will be required to be paid on Settlement Date.

OR

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

GENERAL CONDITIONS

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations, exceptions and conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

- (a) a release from the secured party releasing the property from the security interest; or
- (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

- (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -

(a) that -

- (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -

(a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

giving of the notice; and

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land is sold 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 registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

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

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

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

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

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

Law,

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

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

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

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5

years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sales is checked.

21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

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

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

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day

of settlement; and

- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

24.5 The purchaser must:

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

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

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

despite:

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

24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:

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

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

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

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

25. GST WITHHOLDING

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

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

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

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner

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

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

25.6 The purchaser must:

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late

payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the

rents and profits;

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs

payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

CONTRACT OF SALE OF REAL ESTATE – SPECIAL CONDITIONS

1 DEFINITIONS

1.1 In this Contract:

Authority means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

Business Day means any day on which banks are open for business in Melbourne, Victoria;

Contract means these Special Conditions, together with the General Conditions (as amended) and the Annexures, Schedules and Attachments to this contract;

General Conditions means the general conditions attached to this Contract;

GST means GST within the meaning of the GST Act;

GST Act means *A New Tax System (Goods and Services Tax) Act 1999*;

Guarantee means a deed of guarantee and indemnity in the form contained in Annexure A;

Service includes any communication, drainage, garbage, electricity, gas, oil, sewerage, telephone or water service;

Vendor's Statement means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.

2 ACKNOWLEDGMENT OF DOCUMENTS

The Purchaser acknowledges that, prior to paying the deposit or signing this Contract or any agreement or document in respect of the sale hereby effected which is or is intended to be legally binding upon the Purchaser, the Purchaser was given:

- (a) a copy of this Contract pursuant to section 53 of the Estate Agents Act 1980 (as amended); and
- (b) a Vendor's Statement as required by section 32 of the Sale of Land Act 1962 (as amended) ("the Vendor's Statement") signed by or on behalf of the Vendor and complying with the provisions of the said section; and
- (c) The due diligence checklist.

3 GENERAL CONDITIONS

3.1 The general conditions are amended as follows:

- (a) General condition 9 delete the second sentence.
- (b) General condition 17.1(b)(i) delete "do all things" and replace with "provide all title documents" in line 1.
- (c) General condition 20.2(b) insert "and provides satisfactory evidence to the Vendor" after the word "loan" in line 2.
- (d) General condition 20.2 (c) delete "within 2 clear business days after" after the word "Vendor"; and Insert "by" before "the approval".
- (e) General condition 26.1 insert "and shall always remain of the essence, notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser" after the words "of this Contract".
- (f) Delete general conditions 31.4, 31.5 and 31.6.
- (g) General condition 32(a) insert "which the Purchaser will be satisfied with the return of the deposit and any interest on the deposit" after the word "breach" in line 2.
- (h) General Condition 32(b) add the word "and" after the word "breach":
- (i) Insert additional General condition 32(c) to read "all reasonable expenses incurred by the Vendors calculated on a full indemnity basis and any consultant's expenses reasonably incurred by the vendor."
- (j) Insert additional General condition 32(d): "Notwithstanding any other provision in this contract, if the Purchaser delays settlement for any reason whatsoever, the Purchaser must pay costs incurred as a result of each delay, being \$300.00 plus GST. This is in addition to any other costs the Purchaser is liable for under this Contract".
- (k) Insert additional General condition 34.3 to read "Without limiting any right of the vendor, the "reasonable costs" referred to in general condition 34.2(b)(ii) are agreed at \$700.00 plus GST.";

- (l) Insert the following in General condition 35.4 "or the purchaser repudiates the contract:" immediately after the words "notice given by the vendor";
- (m) The words in General Condition 35.4(a) are deleted and replaced with the following:
"The greater of 10% of the price and the deposit is forfeited to the Vendor as the Vendor's absolute property; whether 10% of the purchase price or the deposit has been paid or not; and"

4 IDENTITY AND MEASUREMENTS

The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

5 CORPORATE PURCHASER

5.1 If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:

- (a) each person who signs this Contract on behalf of the corporation:
 - (i) warrants the he or she is duly authorised to sign this Contract and the Vendor's Statement of behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
 - (ii) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as purchaser.
- (b) must procure the execution by all directors of the Purchaser of the Guarantee and deliver the duly completed and executed Guarantee to the Vendor within seven (7) days of the date of the Contract; and
- (c) the Purchaser represents and warrants to the Vendor that:
 - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.

5.2 If the Purchaser fails to produce the Guarantee referred to in special condition 5.1(b) within seven (7) days of the Day of Sale, the Vendor may end this Contract by giving written Notice to the Purchaser with immediate effect upon it being served on the Purchaser.

6 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
- (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and
- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

7 DEPOSIT

- 7.1 The Deposit payable under this Contract is to be paid to the Vendor's solicitors or agent, to be held on trust for the Purchaser until the Settlement Date.
- 7.2 The parties authorize the Vendor's solicitors or agent to invest the Deposit in an interest-bearing trust account with an Australian bank nominated by the Vendor's solicitors or agent.
- 7.3 The parties further authorize all interest accruing on the Deposit to be credited to the Vendor on the Settlement Date unless the Vendor defaults under the Contract in which case the Deposit and all accrued interest less any bank or government charges, taxes or fees shall be paid to the Purchaser.
- 7.4 The Purchaser must, if requested, give the Vendor's solicitors details of its tax file number as soon as possible.

8 RESTRICTIONS ON USE AND DEVELOPMENT

- 8.1 The Purchaser buys the Property subject to any legislation, order, regulation, by-law, local law, restriction or condition imposed on the Property by or with the authority of any government or governmental or semi-governmental or judicial entity or authority including any town planning legislation, scheme or authority which affects or restricts the use of the Property.
- 8.2 The Purchaser will take title subject to all the restrictions and conditions described in Special Condition 8.1 and will not make any requisition or objection or claim on those grounds any compensation with respect to them or in respect of any proposed amendment to any planning control now or later applicable to the Property.

9 SERVICES

- 9.1 The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available to the Property upon settlement but the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting such services to the Property. If the Vendor elects to connect a service and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor as an adjustable item under condition 9 of Table A.
- 9.2 If the Vendor enters into an arrangement, or causes, the connection and provision of amenities or services in accordance with special condition 15, it may pay the supply bodies' customer supply charge for the Property and/or new meter fee and/or a connection fee and/or installation fee in respect of such arrangement, connection or provision.

10 PRE-SETTLEMENT INSPECTION

- 10.1 The Purchaser may inspect the Property once before the Settlement Date by making an appointment with the Vendor or Vendor's agent. Having regard to the number of Lots sold with completion at the same time, the Vendor retains the right to:
- (a) set the time and date for the Purchaser's inspection appointment;
 - (b) limit the time reasonable spent during an inspection appointment;
 - (c) limit the number of persons attending an inspection appointment;
 - (d) ensure appointments by all purchasers of Lots will be carried out in a safe and orderly manner.
- 10.2 The Vendor will not unreasonably restrict inspections of the Property for valuation purposes.

11 EXECUTION OF NECESSARY DOCUMENTS

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

12 INSOLVENCY OF PURCHASER AND DEFAULT

- 12.1 Without limiting any other rights of the Vendor in relation to termination of this Contract, the Purchaser will be in default under this Contract upon the happening of any of the following events: Insolvency
- (a) an order is made or a resolution is passed for the winding up of the Purchaser;
 - (b) the Purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;

- (c) an administrator or trustee in bankruptcy is appointed to the Purchaser or a receiver of any of its assets is appointed;
- (d) execution is levied against the Purchaser and is not satisfied within thirty (30) days;
- (e) except with the Vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the Purchaser;
- (f) a guarantor who is a natural person:
 - (i) becomes bankrupt;
 - (ii) takes or tries to take advantage of Part X of the *Bankruptcy Act* 1966;
 - (iii) makes an assignment for the benefit of their creditors; or
 - (iv) enters into a composition or arrangement with their creditors.

12.2 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until all the following have occurred:

- (a) the remedy by the Purchaser of the relevant default;
- (b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default; and
- (c) payment of the Vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

12.3 The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to perform any fundamental term of the Contract for the purchase of the property being sold including but not limited to the completion of the purchase of the property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract:-

- (a) the cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable to the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Legal costs and expenses as between the Vendor and his/her/its Solicitor.
- (d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (e) Accommodation and removalist expenses that are additionally incurred as a result of the purchasers delay with settlement.

13 FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- 13.1** If the Purchaser is required to obtain the approval of the Treasurer of the Commonwealth of Australia ("the Treasurer") under the Foreign Acquisitions and Takeovers Act 1975 to purchase the Property then the Purchaser hereby warrants that he has obtained such approval or will obtain such approval by the settlement date.
- 13.2** The Purchaser acknowledges that in entering into this Contract the Vendor is relying on the Purchaser's warranty in Special Condition 13, and further acknowledges that should such warranty be untrue in any respect then the Purchaser will indemnify the Vendor against all loss which the Vendor may sustain as a consequence of the Vendor having relied upon the Purchaser's warranty.
- 13.3** If this Contract does not proceed to settlement because of the Purchaser's breach of the warranty under Special Condition 13 the deposit paid by the Purchaser shall be forfeited to the Vendor as the Vendor's absolute property in addition to the Vendor's right of indemnity pursuant to the warranty._

14 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 14.1** Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 14.2** Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 14.3** This special 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1943 (Cth)*.
- 14.4** 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.
- 14.5** 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 in this special condition; and
 - (b) ensure that the representative does so.
- 14.6** The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representatives must:
- (a) Pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition 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 special 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.
- 14.7** The representative is taken to have complied with the obligations in special condition 14.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operation 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.

- 14.8** 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.
- 14.9** The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligations 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.
- 15.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

15 ASSIGNMENT AND NOVATION

- 16.1 Until the Settlement Date, the Purchaser must not without the consent of the Vendor, sell, transfer, mortgage or otherwise encumber or in any other way deal with the Property or any part thereof or the Purchaser's interest in or under this Contract.
- 16.2 Without limiting any of the Vendor's rights, the Vendor has the right to:
- (a) grant a mortgage or charge the Property.
 - (b) sell the Property to another person and assign or novate its rights and obligations under this Contract to another party in accordance with special condition 15.3;
 - (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and
 - (d) execute any mortgage, charge, assignment and other document relating to the Property or this Contract as may be required by any mortgagee, charge or assignee.
- 15.3 If prior to settlement, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under the Contract are assigned. The Purchaser must not raise any objection, delay settlement, rescind or terminate this Contract or seek compensation of any kind in respect to any of the matter set out in this special condition.
- 15.4** The Purchaser must, if requested by the Vendor to do so, promptly execute and deliver the Deed of Agreement to the Vendor's Legal Practitioner.
- 15.5** The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute the Deed of Agreement if the Purchaser fails to execute the Deed of Agreement within fourteen (14) days of being requested in writing by the Vendor to do so.

16 INDEMNITY

- 16.1 The Purchaser indemnifies the Vendor against all claims which may be suffered by the Vendor as a result of any breach by the Purchaser of the terms of this Contract or as a result of any, neglect or default of the Purchaser arising during the performance (or failure to perform) by the Purchaser of its duties under this Contract.
- 16.2 The indemnity in this Special Condition cannot be revoked, and is binding and enforceable against the purchaser notwithstanding any neglect delay or forbearance on the part of the Vendor to exercise its right of indemnity

17 NO MERGER

Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 APPLICABLE LAW

This document shall be governed by Victorian law. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and the Courts of Appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

EC

19 ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

- 19.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 19.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 19.3 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.
- 19.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 19.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 19.6 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 19.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 19.7 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 19.8 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
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

19.9 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.

20 SWIMMING POOL

If the property sold includes a swimming pool as defined in R.5.13(i) of the Building Regulations 1994 ("the Regulations") in respect of which suitable barriers as defined in R.5.13 of the Regulations have not been provided, then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations.

21 MORE THAN ONE PURCHASER

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

22 BUILDING WORKS

22.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.

22.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.

22.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

23 STATEMENT OF ADJUSTMENTS

23.1 In this Special Condition and unless the Contract otherwise requires:

"Statement of Adjustments" means a statement to be prepared by the purchaser setting out in a form customarily used in good conveyancing practice in the State of Victoria:

- (a) the adjustments to be made to the price in accordance with the Contract, including without limitation the adjustments to be made in relation to rates, taxes, other outgoings of the property, registration and other similar fees if applicable, and the interest and other amounts (if any) payable by the purchaser in addition to the price and rents and other profits of the property if appropriate.
- (b) details of the deposit, the residue, the adjustments referred to above and the balance then payable at settlement.'

23.2 The purchaser must deliver to the vendor's solicitors the Statement of Adjustments at least three (3) business days before the earlier of:

- (a) the date of residue is required to be paid under this Contract;
- (b) the date the purchaser becomes entitled to possession or receipt of the rents and profits of the property.

23.3 If the purchaser fails to deliver the Statement of Adjustments in accordance with this Special Condition, then the Vendor is not required to effect completion until three (3) business days after the Statement of Adjustments is delivered to the Vendor's Solicitors.

23.4 If, pursuant to this Special Condition, the vendor effects completion after the date the residue is required to be paid then the purchaser is deemed to have made default in payment of the residue from that date until completion.

24 SECURITY INTEREST

24.1 General Condition 7 is deleted and replaced by the following:

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 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 7.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

- 7.3 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.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that –
- (a)
 - (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 prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
 - (b) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless:
 - (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register, or
 - (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.5 A release for the purposes of general condition 7.3(a) must be in writing. The release 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.
- 7.6 The purchaser must provide the vendor with a copy of the release under general condition 7.3(a) at or as soon as practicable after settlement.
- 7.7 The vendor must also 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 in addition to ensuring a release is received under general condition 7.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that is registered on or before the date 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.
- 7.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.8.
- 7.10 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; and
 - c) as though the purchaser was in default –

- if settlement is delayed under general condition 7.9.
- 7.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.11 applies despite general condition 7.1.
- 7.12 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.

25 GST WITHHOLDING

25.1 Interpretation

In this Special Condition 25, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

25.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the expectations in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (b) if the Purchaser is required to make a payment referred to in Special Condition 25.2:
 - (i) the name and ABN of the Vendor;
 - (ii) the GST Withholding Amount;
 - (iii) when the GST Withholding Amount is required to be paid;
 - (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money – the GST inclusive market value of the non-monetary consideration; and
 - (v) any other information required by law.

25.3 Withholding

- (a) This Special Condition 25.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (b) For the purposes of Special Condition 25.1(ii) the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding amount in favor of the Commissioner (**GST Cheque**) and;
 - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
 - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition 25.1(ii) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by Commissioner.

25.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 25, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

25.5 Other Information

If the property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act); and
- (b) the Purchaser acquires the Property for a creditable purpose.

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

26 SALE BY AUCTION

If the property is offered for sale by auction, subject to the Vendor's reserve price, the rules for the conduct of the

auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2004, or any rules prescribed by regulation which modify or replace those rules.

“ANNEXURE A”

Guarantee

I/We, _____ of _____

and _____ of _____

(hereinafter called "the Guarantors") **IN CONSIDERATION** of the within named Vendor selling to the within named Purchaser at our request the business described in the within Contract for the price and upon the terms and conditions contained therein, **DO HEREBY** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the Vendor and its assigns that if any time default shall be made in payment of the deposit or residue of the purchase money or interest or any other moneys payable by the Purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser, I/We will forthwith on demand by the Vendor pay to the Vendor the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor, and hereby indemnify and agree to keep the Vendor indemnified against all loss of deposit money, residue of deposit money, residue of purchase money, interest and other moneys payable under the within Contract and all losses, costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. The Guarantors acknowledge that the Vendor shall not be required to first serve or make demand on the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:

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

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

this _____ day of _____ 20____

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

Witness

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

Witness

SECTION 32 - VENDORS STATEMENT

Apartment 402, 339 Mitcham Rd, Mitcham, VIC, 3132



A: Level 2, 369 Royal Parade,
Parkville VIC 3052
T: 1300 03 95 59
E: contact@bondc.com.au
Ref: 30515

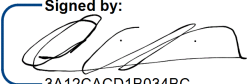
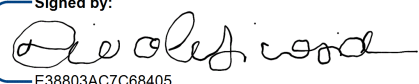
Vendors Statement

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

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

The vendor may sign by electronic signature.

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

Land	Apartment 402, 339 Mitcham Rd, Mitcham, VIC, 3132	
Vendor's name	Claudio Sinosich	Date /
Vendor's signature	Signed by:  3A12CACD1B034BC... 5/9/2024	
Vendor's name	Nicole Ann Sinosich	Date /
Vendor's signature	Signed by:  E38803AC7C68405... 5/9/2024	
Purchaser's name		Date /
Purchaser's signature		
Purchaser's name		Date /
Purchaser's signature		

1. FINANCIAL MATTERS

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

As attached (if any)

- 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:

As attached (if any)

- 1.3 **Terms Contract**

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

Not Applicable

- 1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

- 2.1 **Damage and Destruction**

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

Not Applicable

- 2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of Title documents (If any)

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

Not Applicable

- 3.2 **Road Access**

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

- 3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

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):

As attached

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.

As attached

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. **SERVICES**

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

☐ Electricity supply	☐ Gas supply	☐ Water supply	☐ Sewerage	Telephone services ☒
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. **TITLE**

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the

'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

--



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

Page 1 of 2

VOLUME 11521 FOLIO 983

Security no : 124117564589G
Produced 20/08/2024 08:19 AM

LAND DESCRIPTION

Lot 402 on Plan of Subdivision 703655E.

PARENT TITLES :

Volume 02049 Folio 782 Volume 04139 Folio 751 Volume 04973 Folio 494

Created by instrument PS703655E 23/09/2014

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

CLAUDIO SINOSICH

NICOLE ANN SINOSICH both of 85 BOWEN ROAD DONCASTER EAST VIC 3109

AQ383736W 25/10/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ383737U 25/10/2017

BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE PS703655E 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: UNIT 339 MITCHAM ROAD MITCHAM VIC 3132

ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from 26/10/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS703655E



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS703655E
Number of Pages (excluding this cover sheet)	9
Document Assembled	20/08/2024 08:19

Copyright and disclaimer notice:

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

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

	PLAN OF SUBDIVISION	STAGE NO. 	LRS USE ONLY EDITION 1	PLAN NUMBER PS 703655E	
LOCATION OF LAND Parish: NUNAWADING Township: Section: Crown Allotment: 127C (PART) Crown Portion: 119 (PART) Title References VOL 2049 FOL 782 VOL 4139 FOL 751 VOL 4973 FOL 494 Last Plan Reference: LP 1968 Postal Address: 339-345 MITCHAM ROAD MITCHAM 3132 MGA Co-ordinates E 341010 Zone 55 (Of approx centre of land in this plan) N 5813180		COUNCIL CERTIFICATION AND ENDORSEMENT			
		COUNCIL NAME: WHITEHORSE REF: THIS IS A SPEAR PLAN			
		NOTATIONS			
		STAGING: THIS IS/IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.			
VESTING OF ROADS AND/OR RESERVES		DEPTH LIMITATION: DOES NOT APPLY COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LAND IN LOTS 1-5, 101-114, 201-214, 301-310, 401-410 AND INCLUDES THE STRUCTURE OF WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES. ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY NO.1 THE POSITION OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, SERVICE INSTALLATIONS HAVE NOT BEEN SHOWN ON THE DIAGRAM CONTAINED HEREIN BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES SURVEY: THIS PLAN IS / IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(S). IN PROCLAIMED SURVEY AREA No.			
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
EASEMENT INFORMATION			LRS USE ONLY		
LEGEND: E - Encumbering Easement, Condition of an Easement or other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)			STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒		
IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	DATE: 12/09/2014 LRS USE ONLY PLAN REGISTERED TIME 04:46 DATE: 23/09/2014 H.L. Assistant registrar of Titles.
E-1	ELECTRICITY SUPPLY	SEE DIAG	THIS PLAN	UNITED ENERGY LTD	
NEIL A WEBSTER & ASSOCIATES 662 MAIN ROAD ELTHAM 3095 PHONE (03) 9439 4222 FAX (03) 9439 5288			LICENSED SURVEYOR (PRINT) <u>NEIL ALFRED WEBSTER</u>		DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
			SIGNATURE <u>DIGITALLY SIGNED</u> REF. 13905 VERSION 07		

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 703655E



HARRISON STREET

MITCHAM ROAD

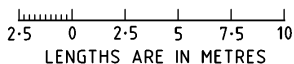
ROAD

Diagram 1
BASEMENT LEVEL



NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

SCALE



ORIGINAL

SCALE SHEET
1:250 A3

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____
REF. 13905

VERSION 07

SHEET 2

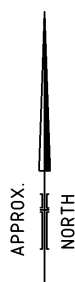
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 703655E

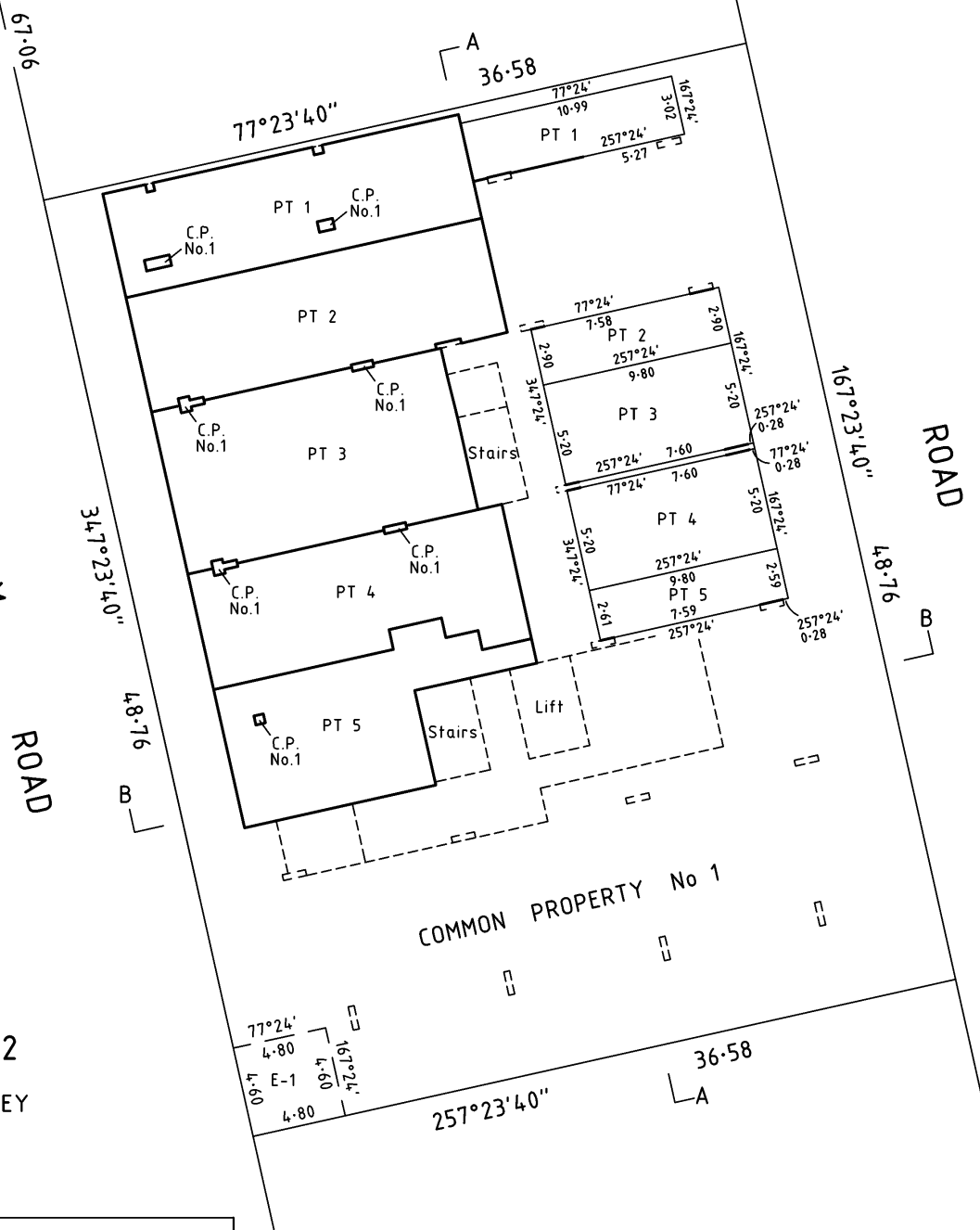


HARRISON STREET

MITCHAM ROAD

ROAD

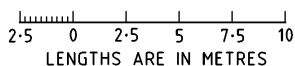
Diagram 2
GROUND STOREY



NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

SHEET 3

SCALE



ORIGINAL

SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____
REF. 13905

VERSION 07

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 703655E

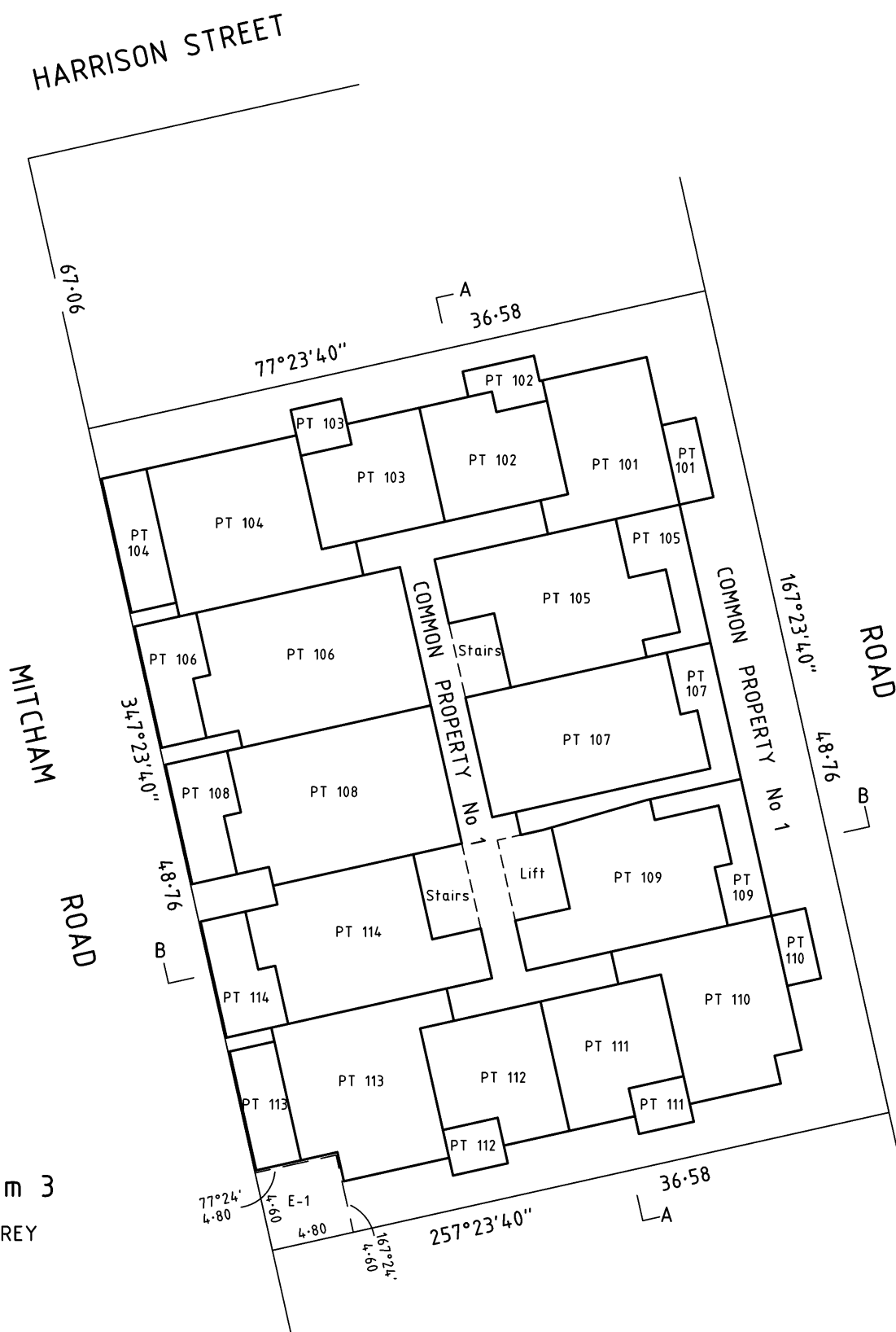
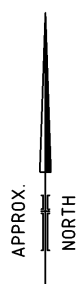
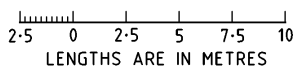


Diagram 3
1ST STOREY

NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

SHEET 4

SCALE



ORIGINAL

SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____
REF. 13905

VERSION 07

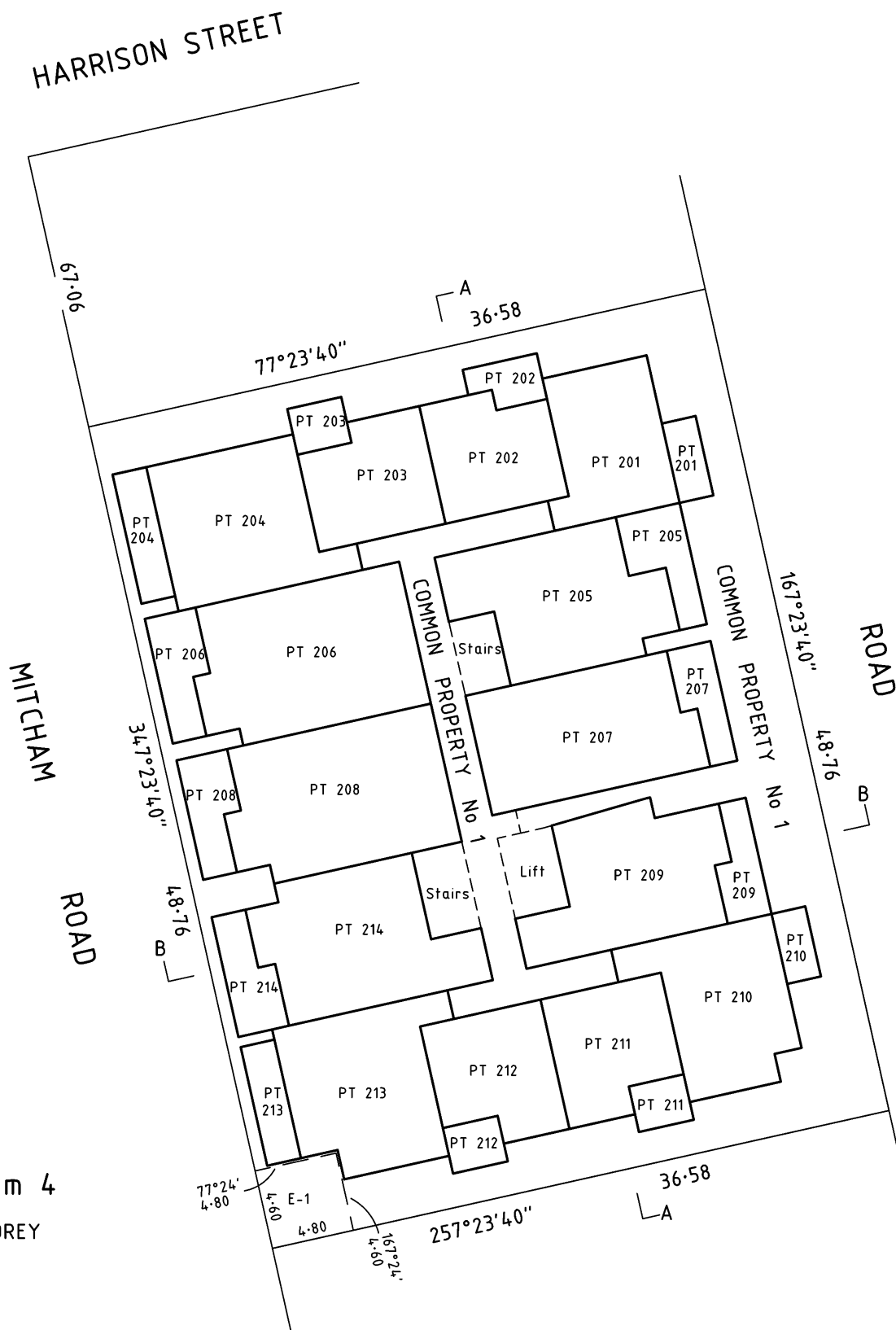
DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

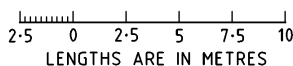
PS 703655E



NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

SHEET 5

SCALE



ORIGINAL

SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____
REF. 13905

VERSION 07

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 703655E

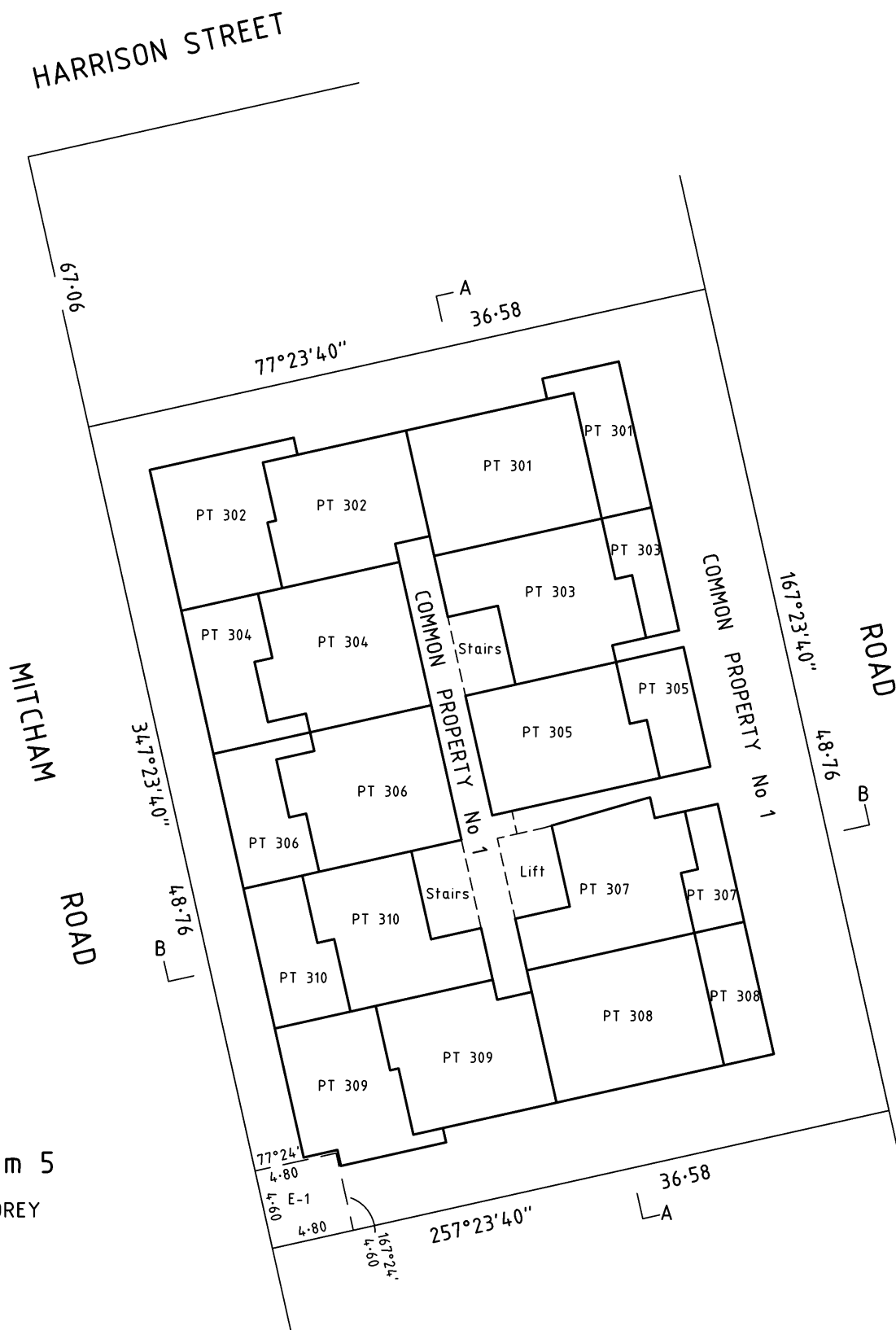
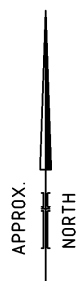
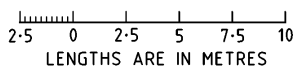


Diagram 5
3RD STOREY

NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

SHEET 6

SCALE



ORIGINAL

SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____
REF. 13905

VERSION 07

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 703655E



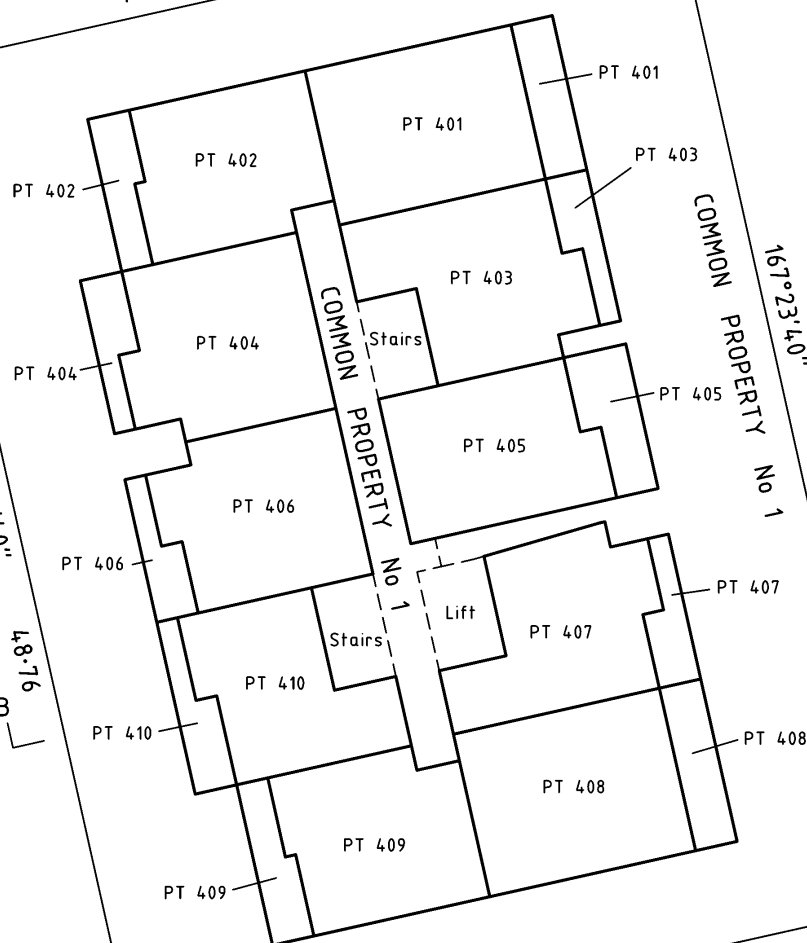
HARRISON STREET

MITCHAM ROAD

ROAD

ROAD

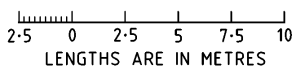
Diagram 6
TOPMOST STOREY



NEIL A WEBSTER & ASSOCIATES
662 MAIN ROAD ELTHAM 3095
PHONE (03) 9439 4222 FAX (03) 9439 5288

SHEET 7

SCALE



ORIGINAL

SCALE 1:250
SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____
REF. 13905

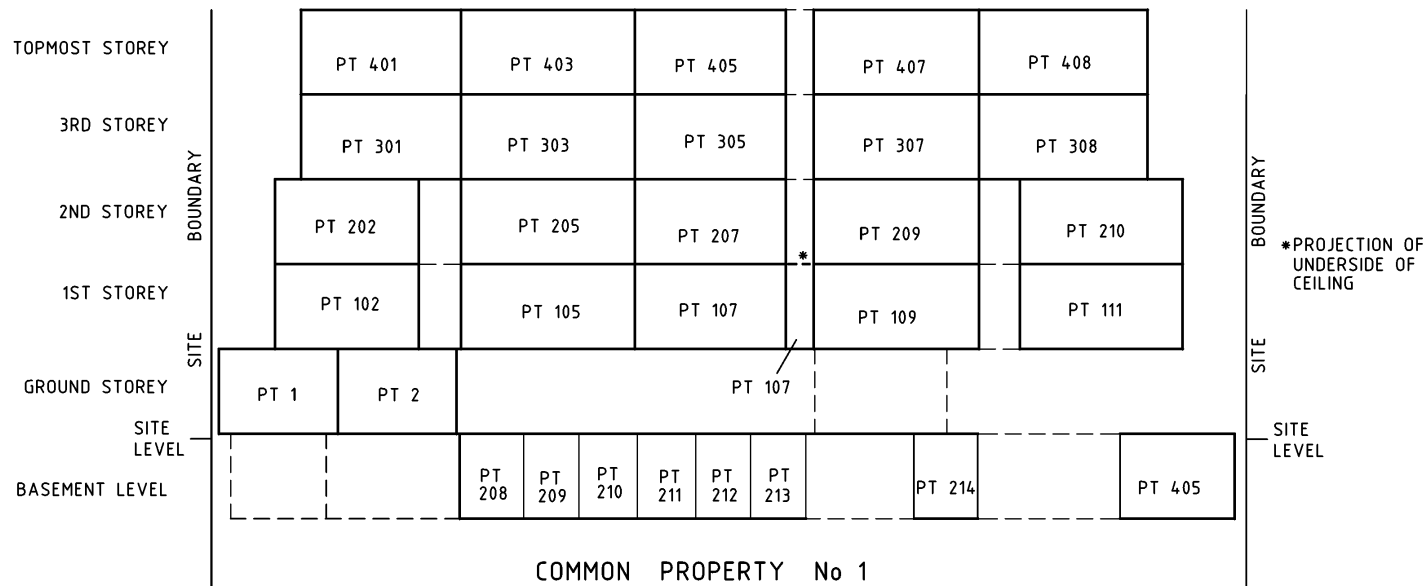
VERSION 07

DATE / /
COUNCIL DELEGATE SIGNATURE

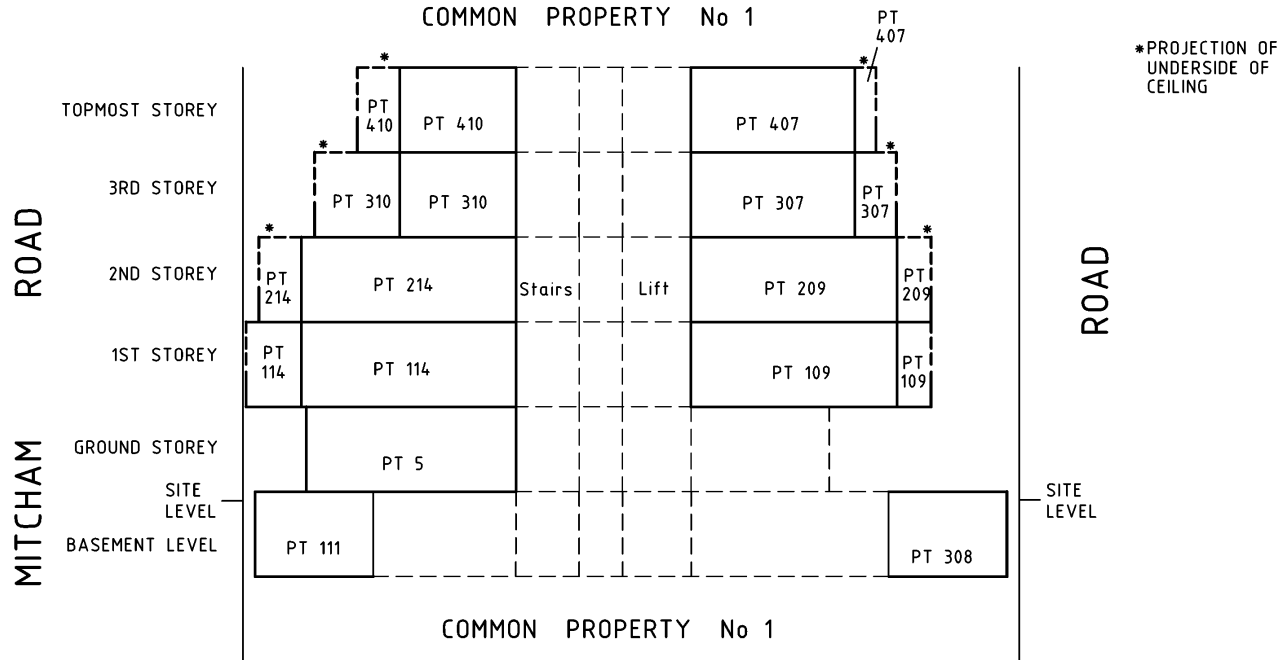
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 703655E**COMMON PROPERTY No 1****COMMON PROPERTY No 1****CROSS SECTION A-A**

(NOT TO SCALE)

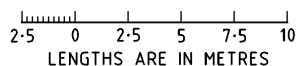
COMMON PROPERTY No 1**COMMON PROPERTY No 1****CROSS SECTION B-B**

(NOT TO SCALE)

NEIL A WEBSTER & ASSOCIATES

662 MAIN ROAD ELTHAM 3095

PHONE (03) 9439 4222 FAX (03) 9439 5288

SCALE**ORIGINAL**SCALE 1:250
SHEET SIZE A3LICENSED SURVEYOR (PRINT) **NEIL ALFRED WEBSTER**

SIGNATURE _____

REF. 13905

VERSION 07

SHEET 8

DATE / /

COUNCIL DELEGATE SIGNATURE



Plan of Subdivision PS703655E
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S050684C

Plan Number: PS703655E

Responsible Authority Name: Whitehorse City Council

Responsible Authority Reference Number 1: WH/2014/346

Responsible Authority Reference Number 2: CRT/5660

Surveyor's Plan Version: 07

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Aileen Lam

Organisation: Whitehorse City Council

Date: 04/09/2014



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 20/08/2024 08:19:46 AM

OWNERS CORPORATION 1
PLAN NO. PS703655E

The land in PS703655E is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5, 101 - 114, 201 - 214, 301 - 310, 401 - 410.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACCESS MANAGEMENT PTY LTD, LEVEL 1 20 MONOMEETH DRIVE MITCHAM VIC 3132

AY096470Q 17/06/2024

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC023447B 23/09/2014

Additional Owners Corporation Information:

OC023446D 23/09/2014

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	12	12
Lot 2	12	12
Lot 3	14	14
Lot 4	11	11
Lot 5	10	10
Lot 101	7	7



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/08/2024 08:19:46 AM

OWNERS CORPORATION 1
PLAN NO. PS703655E

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 102	6	6
Lot 103	6	6
Lot 104	10	10
Lot 105	11	11
Lot 106	12	12
Lot 107	12	12
Lot 108	12	12
Lot 109	10	10
Lot 110	8	8
Lot 111	6	6
Lot 112	6	6
Lot 113	10	10
Lot 114	10	10
Lot 201	7	7
Lot 202	6	6
Lot 203	6	6
Lot 204	9	9
Lot 205	11	11
Lot 206	12	12
Lot 207	10	10
Lot 208	12	12
Lot 209	9	9
Lot 210	8	8
Lot 211	6	6
Lot 212	6	6
Lot 213	10	10
Lot 214	10	10
Lot 301	10	10
Lot 302	11	11





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/08/2024 08:19:46 AM

OWNERS CORPORATION 1
PLAN NO. PS703655E

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 303	9	9
Lot 304	10	10
Lot 305	10	10
Lot 306	10	10
Lot 307	8	8
Lot 308	10	10
Lot 309	11	11
Lot 310	9	9
Lot 401	9	9
Lot 402	8	8
Lot 403	9	9
Lot 404	9	9
Lot 405	9	9
Lot 406	8	8
Lot 407	8	8
Lot 408	10	10
Lot 409	8	8
Lot 410	7	7
Total	490.00	490.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1060328

APPLICANT'S NAME & ADDRESS

BOND CONVEYANCING C/- INFOTRACK (ACTIONSTEP) C/-
LANDATA
DOCKLANDS

VENDOR

SINOSICH, CLAUDIO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

718682

This certificate is issued for:
LOT 402 PLAN PS703655 ALSO KNOWN AS 339 MITCHAM ROAD MITCHAM
WHITEHORSE CITY

The land is covered by the:
WHITEHORSE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

- The land:
- is included in a COMMERCIAL 1 ZONE
 - is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
 - and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5
 - and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

20 August 2024
Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.
The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

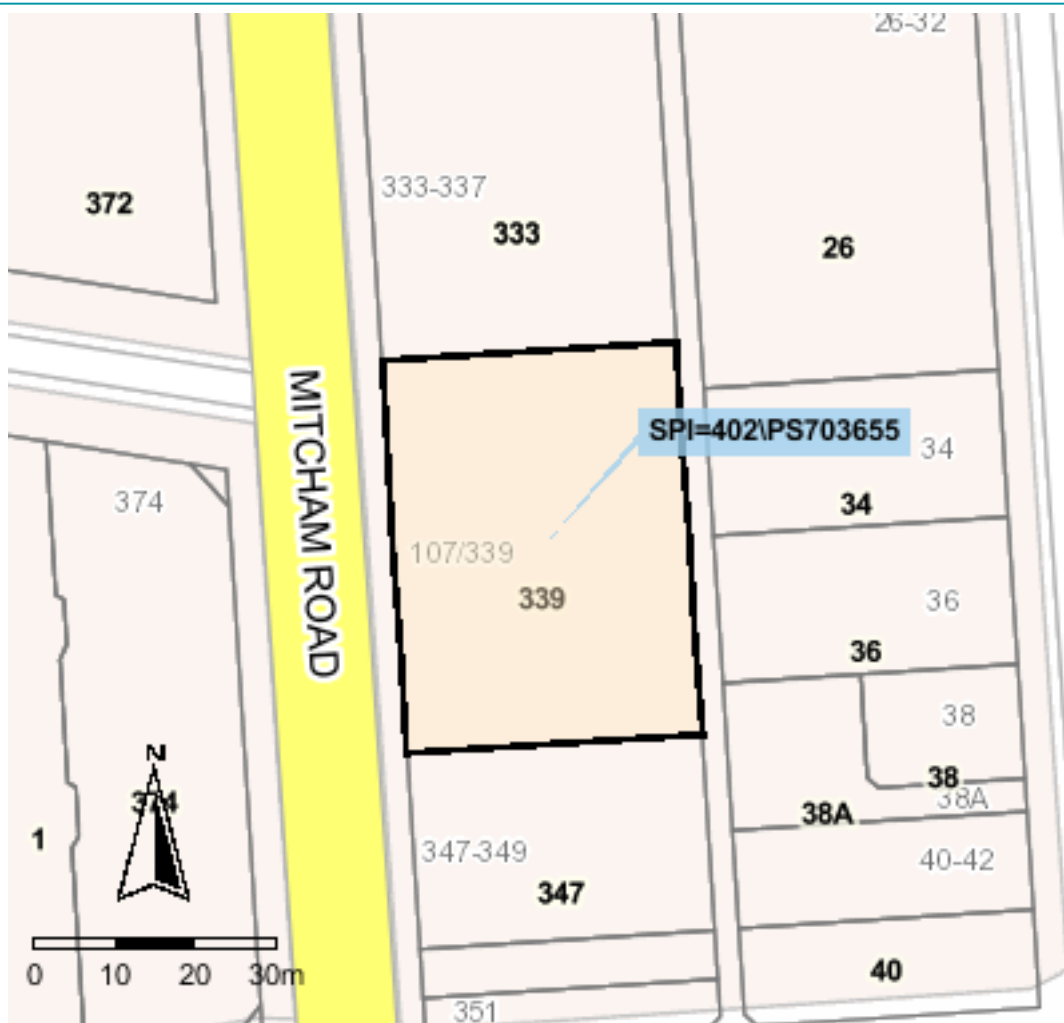
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT



From www.planning.vic.gov.au at 03 September 2024 03:21 PM

PROPERTY DETAILS

Address: 402/339 MITCHAM ROAD MITCHAM 3132
Lot and Plan Number: Lot 402 PS703655
Standard Parcel Identifier (SPI): 402\PS703655
Local Government Area (Council): WHITEHORSE
Council Property Number: 269332
Planning Scheme: Whitehorse
Directory Reference: Melway 48 K8

www.whitehorse.vic.gov.au

Planning Scheme - Whitehorse

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Yarra Valley Water
Melbourne Water: Inside drainage boundary
Power Distributor: UNITED ENERGY

STATE ELECTORATES

Legislative Council: NORTH-EASTERN METROPOLITAN
Legislative Assembly: RINGWOOD

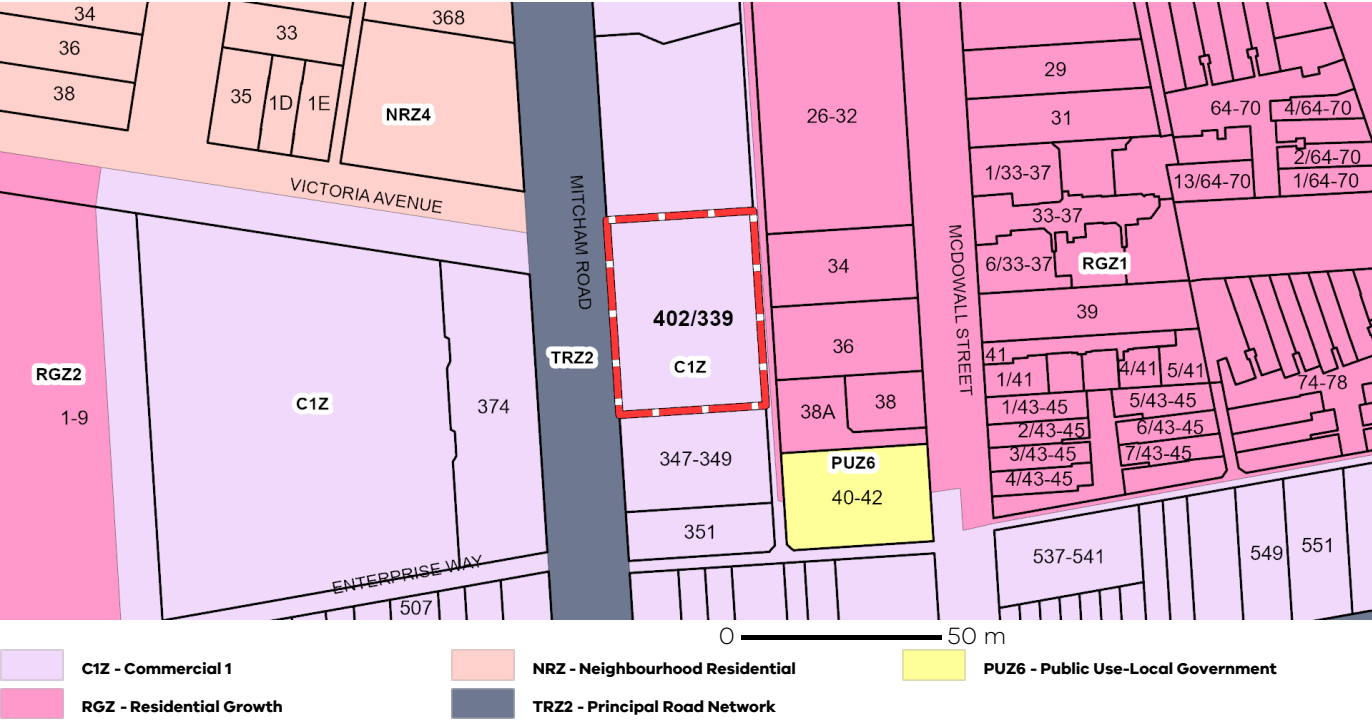
OTHER

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



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

PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

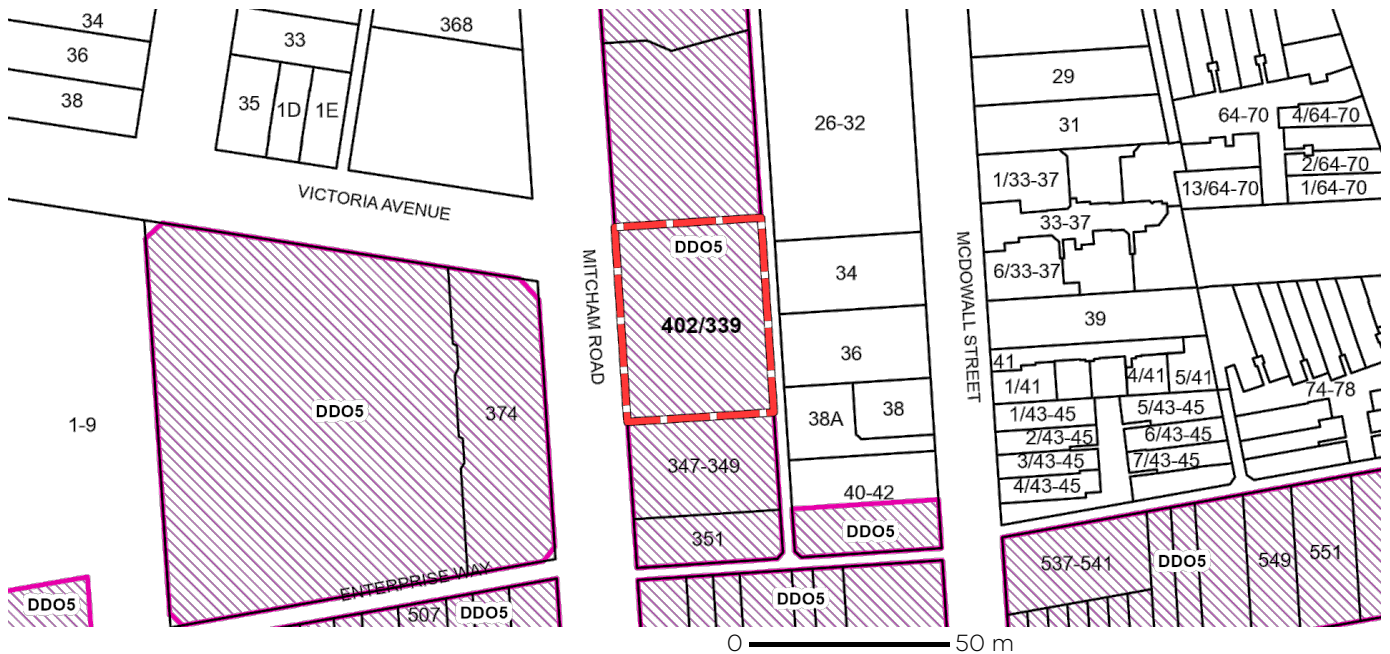


 **DCPO - Development Contributions Plan Overlay**

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)



 **DDO - Design and Development Overlay**

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

PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[HERITAGE OVERLAY \(HO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)



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

Further Planning Information

Planning scheme data last updated on 28 August 2024.

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

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

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT

From www.land.vic.gov.au at 03 September 2024 03:21 PM

PROPERTY DETAILS

Address: **402/339 MITCHAM ROAD MITCHAM 3132**

Lot and Plan Number: **Lot 402 PS703655**

Standard Parcel Identifier (SPI): **402\PS703655**

Local Government Area (Council): **WHITEHORSE**

Council Property Number: **269332**

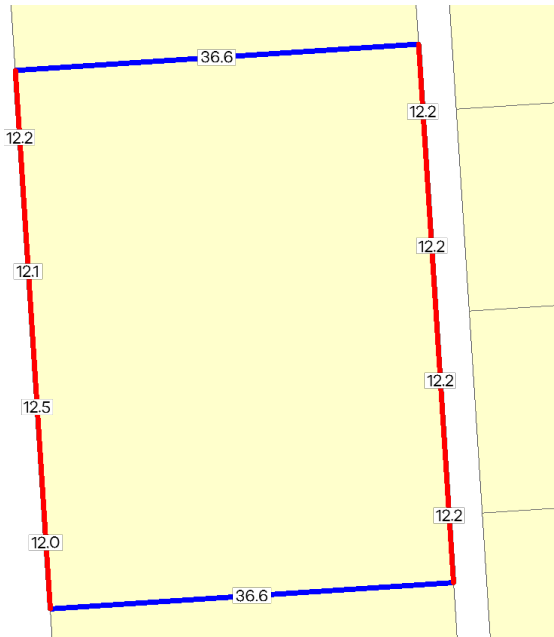
Directory Reference: **Melway 48 K8**

www.whitehorse.vic.gov.au

Note: There are 54 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1783 sq. m
Perimeter: 171 m
For this property:
— Site boundaries
— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**

Legislative Assembly: **RINGWOOD**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bond Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 718682

NO PROPOSALS. As at the 20th August 2024, 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®.

Unit 402 339 MITCHAM ROAD, MITCHAM 3132
CITY OF WHITEHORSE

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: 20th August 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73938662 - 73938662081637 '718682'



Whitehorse City Council
 379–399 Whitehorse Road
 Nunawading VIC 3131
 Locked Bag 2 Nunawading VIC 3131
 ABN: 39549568822

Telephone: (03) 9262 6333
 Fax: (03) 9262 6490
 NRS: 133 677
 TIS: 131 450
 customer.service@whitehorse.vic.gov.au
 www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 1374

Date of Issue: 20 August 2024

Applicant's Reference: 73938662-017-4:66150

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

Assessment Number: 10058660	Check Digit: 1
Property Description: Lot 402 PS 703655	
Property Address: 402/339 Mitcham Road, MITCHAM VIC 3132	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2024 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2024.

Site Value:	\$46,000
Capital Improved Value:	\$410,000
Net Annual Value:	\$20,500

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025 DECLARED BY COUNCIL 24 JUNE 2024

FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2024 TO 30 JUNE 2025

General Rates	566.85
FSPL Fixed Charge	132.00
FSPL Variable Rate	35.65
Waste Service Charges	75.10
TOTAL CURRENT LEVIED	\$809.60

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$0.00

TOTAL AMOUNT OUTSTANDING \$809.60

**For Waste Service charge details, please see page 3
 FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE**

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2024/2025 rating year, due dates for instalments are 30 September 2024, 30 November 2024, 28 February 2025 and 31 May 2025. Due date for lump sum payment is 15 February 2025.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

For further information on the items that the waste service charges can comprise of, please see:
<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:

A handwritten signature in blue ink, appearing to read 'G. M. Atwell', is positioned to the right of the 'Authorised Officer:' label.

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100586601
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

20th August 2024

Bond Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA

Dear Bond Conveyancing C/- InfoTrack (ActionStep) C/- L,

RE: Application for Water Information Statement

Property Address:	339 MITCHAM ROAD MITCHAM 3132
Applicant	Bond Conveyancing C/- InfoTrack (ActionStep) C/- L LANDATA
Information Statement	30876579
Conveyancing Account Number	7959580000
Your Reference	718682

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

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

Yours sincerely,

A handwritten signature in black ink, appearing to read "Lisa Anelli".

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	402/339 MITCHAM ROAD MITCHAM 3132
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

NO PROPERTY SERVICES ENCUMBRANCES FOR THIS ADDRESS.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	402/339 MITCHAM ROAD MITCHAM 3132
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

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

**Yarra Valley Water
Information Statement
Number: 30876579**

Address	339 MITCHAM ROAD MITCHAM 3132
----------------	-------------------------------

Date	20/08/2024
------	------------

Scale	1:1000
--------------	--------



ABN 93 066 902 501



Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Bond Conveyancing C/- InfoTrack (ActionStep) C/- L
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6437800167
Rate Certificate No: 30876579

Date of Issue: 20/08/2024
Your Ref: 718682

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 402/339 MITCHAM RD, MITCHAM VIC 3132	402\PS703655	5065917	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$0.00
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$0.00
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$0.00
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$0.00

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
Balance Brought Forward	\$0.00
Total for This Property	\$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5065917

Address: UNIT 402/339 MITCHAM RD, MITCHAM VIC 3132

Water Information Statement Number: 30876579

HOW TO PAY



Billers Code: 314567
Ref: 64378001673

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / BOND CONVEYANCING

Your Reference:	30515
Certificate No:	79528661
Issue Date:	20 AUG 2024
Enquiries:	ESYSPROD

Land Address:	UNIT 402, 339 MITCHAM ROAD MITCHAM VIC 3132
---------------	---

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41551397	402	703655	11521	983	\$500.00

Vendor: NICOLE SINOSICH & CLAUDIO SINOSICH

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR CLAUDIO SINOSICH	2024	\$50,000	\$500.00	\$0.00	\$500.00

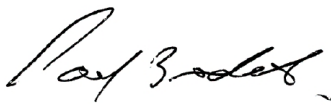
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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 IMPROVED VALUE:	\$410,000
SITE VALUE:	\$50,000
CURRENT LAND TAX CHARGE:	\$500.00



Notes to Certificate - Land Tax

Certificate No: 79528661

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP
Land Tax = \$500.00

Taxable Value = \$50,000

Calculated as \$500 plus (\$50,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 79528661

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: 79528661

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BOND CONVEYANCING

Your Reference:	30515
Certificate No:	79528661
Issue Date:	20 AUG 2024
Enquires:	ESYSPROD

Land Address: UNIT 402, 339 MITCHAM ROAD MITCHAM VIC 3132					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
41551397	402	703655	11521	983	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$410,000
SITE VALUE:	\$50,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 79528661

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BOND CONVEYANCING

Your Reference:	30515
Certificate No:	79528661
Issue Date:	20 AUG 2024

Land Address: UNIT 402, 339 MITCHAM ROAD MITCHAM VIC 3132

Lot	Plan	Volume	Folio
402	703655	11521	983

Vendor: NICOLE SINOSICH & CLAUDIO SINOSICH

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 79528661

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 79528667 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: 79528667 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
--	--	--



ACCESS STRATA MANAGEMENT

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

**Owners Corporation 1 on Plan No. PS703655E
339-345 Mitcham Road, Mitcham Victoria 3132**

This certificate is issued for: Owners Corporation 1 on Plan of Subdivision No. 703655E
Lot 402/339-345 Mitcham Road
MITCHAM VICTORIA 3132

The postal address is: Unit 402
339 Mitcham Road
MITCHAM VICTORIA 3132

Applicant for certificate: InfoTrack on behalf of Bond Conveyancing

Delivery address for certificate: Via email: ownerscorp@infotrack.com.au

IMPORTANT:

The information in this certificate is issued on 21.08.24. A new certificate should be obtained for current information prior to settlement. You can inspect the Owners Corporations Register for additional information if required.

- (a) The current annual fees for Owners Corporation 1 for the above lot are \$4,255.88 (Administrative Fund) & \$624.76 (Residential Fund), payable quarterly in advance. The due dates for annual fees in the current financial year are 1st April 2023, 1st July 2023, 1st October 2023, 1st January 2024.

Due Date	Levy Description	Admin Fund	Residential Fund	Maintenance Fund	Status
19.08.23	Quarterly Levy for period 01.07.23-30.09.23	\$502.46	\$243.74	-	Paid
11.10.23	Quarterly Levy for period 01.10.23-31.12.23	\$569.45	\$100.65	-	Paid
01.01.24	Quarterly Levy for period 01.01.24-31.03.24	\$2,318.27	\$66.79	\$336.73	Paid

Please note that the Annual Fees will remain the same as the current financial year until the next Annual General Meeting is held and a new budget approved.

01.04.24	Quarterly Levy for period 01.04.24-30.06.24	\$979.78	\$156.20	\$84.18	Paid
01.07.24	Quarterly Levy for period 01.07.24-30.09.24	\$979.78	\$156.20	\$84.18	Paid
01.10.24	Quarterly Levy for period 01.10.24-31.12.24	\$979.78	\$156.20	\$84.18	Not Due

- (b) The date up to which the fees for the lot have been paid: **30th September 2024.**
- (c) The total of any unpaid fees or charges for the lot is: **NIL.**
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Levy Description	Levy Amount	Status
15.05.23	Cladding/Roof Works Monthly Instalment 1 of 5 Special Levy	\$1,571.39	Paid
15.06.23	Cladding/Roof Works Monthly Instalment 2 of 5 Special Levy	\$1,571.39	Paid
15.07.23	Cladding/Roof Works Monthly Instalment 3 of 5 Special Levy	\$1,571.39	Paid
15.08.23	Cladding/Roof Works Monthly Instalment 4 of 5 Special Levy	\$1,571.39	Paid
15.09.23	Cladding/Roof Works Monthly Instalment 5 of 5 Special Levy	\$1,571.39	Paid
11.10.23	Private defect works_variation 12 Special Levy	\$16,750.03	Paid
31.08.24	Legal Team Engagement and lodgement with VCAT	\$489.80	Not Due



ACCESS STRATA MANAGEMENT

- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

The owner's corporation has engaged various consultants to determine defects on site. These investigations have been carried out and preliminary reports have been provided by Jeff Beck, Drew Rudd and QP Consulting. Further reporting by CMET is required and will be carried out in due course.

To date the owner's corporation have provided the reports to Valeo (builder), CSV and the project manager for the cladding removal and replacement works. The result of the further investigations will determine course of action and we note that fees/charges may be applied should works be required or legal action against the builder be determined.

This building is subject to a Building Notice/Order in relation to cladding and essential services. The owner's corporation have, to date actioned items in accordance with the ESM order however discrepancies in the fire services maintaining in accordance with the notice have resulted in legal action. The owner's corporation and have engaged legal counsel to assist with the management of this issue. Whilst the legal action matter has been settled the owner's corporation await final sign off from council in relation to the building notice for ESM.

CSV have engaged builders to conduct the necessary works and will be funding the cladding removal and replacement works. The owner's corporation has raised funds to conduct latent defect works in conjunction with the cladding project which is a requirement by CSV. The OC has also raised funds to conduct roof works following completion of the CSV project.

Individual lots may be subject to further costs should the builder determine other private defects must be rectified when on site. These works would be required to be qualified by the project manager and then approved by the individual lot owner.

The OC has received advice regarding the use of timber in external wall which does not comply with the BCA. The following documents are relevant to this issue (and have been attached):

- a) Strateg report
- b) OC response
- c) Strateg response

Currently the OC does not have any costings for the necessary rectification works. Any perspective purchaser should obtain their own advice.

Cladding works complete and practical completion certificate issued.

Various items have been recently identified towards the end of the cladding project that could have the potential to cost the owners corporation significant amounts of money. To date the extent of the issues and/or quantum have not been identified. The purpose of the voting is to protect the owners corporation and it's interests due to the liability period being up on 28th August 2024.

A special resolution has been achieved to file in VCAT against the original builder Valeo.

Potential legal action may be applicable based upon outcomes pertaining to the Strateg Report in section "d"

- (f) The Owners Corporation has the following insurance cover:

Insurer:	CHU Underwriting Agencies Pty Ltd
Policy No.	HU0006051512
Class of Policy:	Residential Strata Insurance
The Insured:	Owners Corporation PS 703655E
Period of Insurance:	28.08.23 to 28.08.24
<u>COVER DETAILS:</u>	
Building:	\$27,225,000
Loss of Rent:	\$4,083,750
Legal Liability:	\$20,000,000
Fidelity Guarantee:	\$100,000
Offices Bearers Liability:	\$1,000,000



ACCESS STRATA MANAGEMENT

Government Audit Costs:	\$25,000
Legal Defence Expenses:	\$50,000
Appeal Expenses:	\$100,000

Please refer to attached copy of the Certificate of Currency for further information.

- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owner's Corporation has NOT resolved that members may arrange their own insurance under section 63 of the Act.
- (h) The total funds held by Owners Corporation 1 as at 21.08.24 are:
\$254,638.27 – Please refer to the attached Balance Sheet.
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies, repairs and maintenance as set out in (a) to (e) above?
None known to the Owners Corporation Manager as at 21.08.24.
- (j) Are there any current contracts, leases, licences, or agreements affecting the common property?
There are no leases or licences existing over common property however the following agreements have been entered into by the Owners Corporation:
- Access Strata Management Pty Ltd
 - Thyssenkrupp
 - K S Environmental Pty Ltd
 - LinkFire
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?
None known to the Owners Corporation Manager as at 21.08.24.
- (l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?
Yes, building notice pertaining to cladding on site – CSV funded project.
- (m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owner's Corporation is aware that are likely to give rise to proceedings?

The owner's corporation is currently in dispute with the council in relation to the building notice issued for ESM and cladding on site. This matter is being managed by legal counsel engaged by the OC. The council have written to the OC in relation to the expired building order pertaining to cladding. The OC solicitors will be responding to this notice along with input from cladding safety Victoria.

Cladding works complete and practical certificate issued.

Various items have been recently identified towards the end of the cladding project that could have the potential to cost the owners corporation significant amounts of money. To date the extent of the issues and/or quantum have not been identified. The purpose of the voting is to protect the owners corporation and its interests due to the liability period being up on 28th August 2024.

A special resolution has been achieved to commence action against the original builder in VCAT.

Potential legal action may be applicable based upon outcomes pertaining to the Strateg Report in section "d"
Potential legal action for any members in arrears.

- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager?
*The Manager is Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
(PO Box 369) Lilydale Victoria 3140
T: 03 9070 8299
E: info@accessstrata.com.au*
- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
The Owner's Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.



ACCESS STRATA MANAGEMENT

- (p) Documents required to be attached to the Owners Corporation Certificate are:
- A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"*
 - A copy of the Balance Sheet as at 21.08.24.*
 - A copy of the Minutes of the Annual General Meeting held on 12.10.23.*
 - A Copy of Special General Meeting 31.03.20*
 - A copy of the Insurance Schedule for the period 28.08.23 to 28.08.24*
 - A copy of the Registered Rules*
 - A copy of the Building Notice/Order*
 - 411/2019 CLAD 12.06.19, 326/2019/FIRE 03.07.19 & VBA Letter 05.06.19.*
 - A copy of the building report from Jeff Beck*
 - A copy of the building report from Drew Rudd (Richard Drew)*
 - A copy of the building report from QP Consulting*
 - A copy of the CMET report.*
 - A copy of the Drew Rudd report Jan 22*
 - A copy of 411/2019/CLAD 04895635 + extension notice to 5 December 2023*
 - A copy of correspondence from council re: expired BO dated 13.05.22.*
 - A copy of the postal ballot*
 - A copy of the levy table/schedule*
 - A copy of the Rescheduled Inspection Letter 21.08.23*
 - A copy of the certificate of practical completion for the cladding*
 - A copy of the certificate of final inspection*

NOTE:

IMPORTANT INFORMATION

1. This certificate is only valid for 28 days from the issued date. If settlement falls after this period another Owners Corporation Certificate will need to be requested.
2. The information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
3. The information is subject to change without notice
4. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do consent to the affixing of the seal electronically as required under Section 9 (i)(c) of the Electronic Transactions (Vic) Act 2000 please advise Manager in writing and the seal shall be affixed.
5. Additional fees are applicable for all documentation supplied in hard copy.

Date: 21st August 2024.

This Owners Corporation Certificate was prepared by:

On behalf of Owners Corporation 1 on Plan of Subdivision No. 703655E

Klair Jones – Managing Director
Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
(PO Box 369) Lilydale Victoria 3140





ACCESS STRATA MANAGEMENT

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and Occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an Owners Corporation?

As an owner, you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, Occupiers or guests and grievance procedures.

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each Lot Owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manager, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.



Whitehorse City Council
 379–399 Whitehorse Road
 Nunawading VIC 3131
 Locked Bag 2 Nunawading VIC 3131
 ABN: 39549568822

Telephone: (03) 9262 6333
 Fax: (03) 9262 6490
 NRS: 133 677
 TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Date of Issue: 20 August 2024
 Applicant Reference: 73938662-019-8:66149

BUILDING OR LAND INFORMATION

Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: Lot 402 PS 703655
Property Address: 402/339 Mitcham Road, MITCHAM VIC 3132

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Reference Numbers	Council Reference - 1308/2021 BAMS - 5020778548286 Building Surveyor Reference - BSU43342/5020778548286
Type of Works	Full Cladding Replacement Works to Existing Building
Building Permit Details	Certificate of Final Inspection Issued - 18-Apr-2024
Building Surveyor Details	Nick Karatatis Akritidis Group Building Consultants Suite 3.03/20 Atherton Road, OAKLEIGH VIC 3166 Phone: 0411 124 513 9568 2992

Reference Numbers	Council Reference - 789/2023 BAMS - 2475779965778 Building Surveyor Reference - CBSU56909/2475779965778
Type of Works	Installation of Alarm Signalling Equipment - Code Red
Building Permit Details	Building Permit Issued - 19-May-2023 Certificate of Final Inspection Issued - 06-Jun-2023
Building Surveyor Details	Anthony Stokes Stokes Safety Pty Ltd PO Box 20, SUNBURY VIC 3429 Phone: 9740 8889



Whitehorse City Council
 379–399 Whitehorse Road
 Nunawading VIC 3131
 Locked Bag 2 Nunawading VIC 3131
 ABN: 39549568822

Telephone: (03) 9262 6333
 Fax: (03) 9262 6490
 NRS: 133 677
 TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Council Reference	411/2019/CLAD
Enforcement Type	Building Order
Date Issued	05/03/2020
Description	Non-Compliant Cladding

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.

OBrien Real Estate Blackburn

98 South Parade,
Blackburn, VIC 3130

P: 03 9894 2044

E:

blackburn@obrienrealestate.com.au

ABN: 91 321 778 290



OBrien Real Estate

Residential Rental Agreement

for

402/339 Mitcham Road, Mitcham VIC 3132

This agreement is between **Nicole Sinosich, Claudio Sinosich**
and **Robert Scrivano, Norida Suarez.**

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Tue 09/01/2024

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

2. Premises let by the rental provider

Address of premises

402/339 Mitcham Road, Mitcham VIC

Postcode 3132

3. Rental provider details

Full name or company name of rental provider	Nicole Sinosich, Claudio Sinosich	
Address (if no agent is acting for the rental provider)		Postcode
Phone number		
ACN (if applicable)		
Email address		

Rental provider's agent details (if applicable)

Full name	OBrien Real Estate Blackburn	
Address	98 South Parade, Blackburn, VIC	Postcode 3130
Phone number	03 9894 2044	
ACN (if applicable)	006 221 183	
Email address	blackburn@obrienrealestate.com.au	

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

☒ Fixed term agreement Start date

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

End date

☐ Periodic agreement (monthly) Start date

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

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per ☐ week ☐ fortnight ☒ calendar month

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

Date first rent payment due

7. Bond

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

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

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

Rental bond amount(\$)

Date bond payment due

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☒ other electronic form of payment, including Centrepay

Payment details (if applicable)

Rental Rewards by Credit Card/Bank Account/BPay. The tenant acknowledges and agrees that a fee of \$15.00 is payable for any dishonoured payments.

9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

(Rental provider to tick as appropriate)

☒ Yes

Allira Fairlam: allira.fairlam@obrienrealestate.com.au

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Robert Scrivano: robertoscrivano93@gmail.com

☐ No

Renter 2 ☒ Yes

Norida Suarez: norida16suarez.ks@gmail.com

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

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

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

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

Emergency contact name

O'Brien Real Estate Blackburn

Emergency phone number

03 9894 2044

Emergency email address

anna.molinaro@obre.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☐ No

☒ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☐ The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

Part E - Additional terms

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act OBrien Real Estate Blackburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by OBrien Real Estate Blackburn subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or OBrien Real Estate Blackburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Real Estate Blackburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement. The Rental Provider must not increase the Rental more than once in every 12 months.

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

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

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

34. Availability of Premises

OBrien Real Estate Blackburn will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

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

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

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

36. Contents Insurance

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

37. Use of Premises

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

written consent of the Rental Provider. Any request for consent must be made in writing to OBrien Real Estate Blackburn.

38. No Representations

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

39. Condition Report

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

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

40. No Promise of Renewal

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

41. Rental Provider Termination

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

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. OBrien Real Estate Blackburn does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

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

44. Floor Protection

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

45. Changing Locks

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

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

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

47. No Invalidating Insurance

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

48. Protection Against Damage

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

49. Shared Services

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

50. No Servicing Vehicles

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

51. Report Damage or Injury

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

52. Notify Blockages

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

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

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

55. Pests

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

56. Hanging Clothes

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

57. Replace Light Globes

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

58. Smoke Free Zone

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

59. Payment of Rental

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

60. Rental Increase

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

61. Maintain Garden

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

62. Watering System

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

63. Rental Provider Repairs

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

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

64. Urgent Repairs

The Renter acknowledges that OBrien Real Estate Blackburn is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact OBrien Real Estate Blackburn during business hours or after hours information service on 03 9894 2044 or OBrien Real Estate Blackburn approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

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

66. Pets

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

67. Pools and Water Features

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

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or OBrien Real Estate Blackburn has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

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

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

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or OBrien Real Estate Blackburn for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of OBrien Real Estate Blackburn as agent to manage the Premises.

70. Rental Provider Notice

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

71. Renter Notice

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

72. Periodic Tenancy

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

73. Rental Provider Expenses

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

1. A pro rata letting fee;
2. Marketing costs as incurred by OBrien Real Estate Blackburn;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

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

75. No Set-Off

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

76. Remove Personal Property

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

77. Window Cleaning

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

78. Carpet Cleaning

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

79. Definitions and Interpretation

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

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of OBrien Real Estate Blackburn. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and OBrien Real Estate Blackburn if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or OBrien Real Estate Blackburn but such notice shall only become effective on receipt by the Rental Provider or OBrien Real Estate Blackburn.

83. Furnishings

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

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

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

87. Owners Corporation

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

Administration Fee:

The Rental Provider agrees to pay an administration cost of \$220 inc gst in order for the agent to facilitate a tenancy transfer that may arise. The Rental Provider will be reimbursed the costs from the Renter.

Renter Acknowledgement

- 1. Robert Scrivano viewed and acknowledged at Tue, 09/01/2024 11:09 from device: iOS 16.6 iPhone Mobile Safari 16.6
- 2. Norida Suarez viewed and acknowledged at Tue, 09/01/2024 11:28 from device: iOS 17.0 iPhone Chrome Mobile iOS 119.0.6045

Property Disclosures

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

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?
If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

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

☐ Yes ☒ No

Comments

-

Drug Contamination

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

☐ Yes ☒ No

Comments

-

Mould or Dampness

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

☐ Yes ☒ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

Gas safety check completed on 12/7/2022. Electrical safety check completed 11/11/2021. Both checks completed by Smart House Electric, Gas & Smoke Alarm Services.

Safety Check Recommendations

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

☐ Yes ☒ No

Comments

-

Asbestos

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

☐ Yes ☒ No

Comments

-

Building/Planning Permit

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

☒ Yes ☐ No

Comments

Cladding removal currently occurring at property. Being managed by owners corporation.

Building Work Dispute

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

☐ Yes ☒ No

Comments

-

OC Dispute

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

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

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

☒ Yes ☐ No

Comments

Combustible cladding removal currently in progress.

Heritage Register

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

☐ Yes ☒ No

Comments

-

Minimum Standards

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

☒ Yes ☐ No

Comments

-

Right To Let the Premises

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

☒ Yes ☐ No

Comments

-

Mortgagee Possession

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

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

- 1. Robert Scrivano viewed and acknowledged at Tue, 09/01/2024 11:09 from device: iOS 16.6 iPhone Mobile Safari 16.6
- 2. Norida Suarez viewed and acknowledged at Tue, 09/01/2024 11:32 from device: iOS 17.0 iPhone Chrome Mobile iOS 119.0.6045

Privacy Collection Notice

As professional property managers **OBrien Real Estate Blackburn** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9894 2044

Primary Purpose

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

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

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

Secondary Purpose

OBrien Real Estate Blackburn also collect your personal information to:

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

Premises.

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

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

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

The **OBrien Real Estate Blackburn** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **OBrien Real Estate Blackburn** privacy policy can be viewed without charge on the **OBrien Real Estate Blackburn** website; or contact your local **OBrien Real Estate Blackburn** office and we will send or email you a free copy.

Disclaimer

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

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

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider 1: **Nicole Sinosich**



Signed at Tue, 09/01/2024 17:27 , from device: Mac OS X 10.15.7 Mac Safari 16.6

Rental Provider 2: **Claudio Sinosich**



Signed at Tue, 09/01/2024 12:21 , from device: iOS 17.1 iPad Chrome Mobile iOS 120.0.6099

Renter(s)

Renter 1: **Robert Scrivano**



Signed at Tue, 09/01/2024 11:10 , from device: iOS 16.6 iPhone Mobile Safari 16.6

Renter 2: **Norida Suarez**



Signed at Tue, 09/01/2024 11:33 , from device: iOS 17.0 iPhone Chrome Mobile iOS 119.0.6045

AUDIT TRAIL

Robert Scrivano (Renter)

- Tue, 09/01/2024 11:04 - Robert Scrivano clicked 'start' button to view the Residential Rental Agreement (*iOS 16.6 iPhone Mobile Safari 16.6, IP: 49.185.163.244*)
- Tue, 09/01/2024 11:06 - Robert Scrivano clicked 'start' button to view the Residential Rental Agreement (*iOS 16.6 iPhone Mobile Safari 16.6, IP: 218.215.235.245*)
- Tue, 09/01/2024 11:10 - Robert Scrivano stamped saved signature the Residential Rental Agreement (*iOS 16.6 iPhone Mobile Safari 16.6, IP: 218.215.235.245*)
- Tue, 09/01/2024 11:10 - Robert Scrivano submitted the Residential Rental Agreement (*iOS 16.6 iPhone Mobile Safari 16.6, IP: 218.215.235.245*)

Norida Suarez (Renter)

- Tue, 09/01/2024 11:26 - Norida Suarez clicked 'start' button to view the Residential Rental Agreement (*iOS 17.0 iPhone Chrome Mobile iOS 119.0.6045, IP: 49.185.73.173*)
- Tue, 09/01/2024 11:33 - Norida Suarez stamped saved signature the Residential Rental Agreement (*iOS 17.0 iPhone Chrome Mobile iOS 119.0.6045, IP: 49.185.73.173*)
- Tue, 09/01/2024 11:34 - Norida Suarez submitted the Residential Rental Agreement (*iOS 17.0 iPhone Chrome Mobile iOS 119.0.6045, IP: 49.185.73.173*)

Nicole Sinosich (Rental Provider)

- Tue, 09/01/2024 17:23 - Nicole Sinosich clicked 'start' button to view the Residential Rental Agreement
- Tue, 09/01/2024 17:27 - Nicole Sinosich stamped saved signature the Residential Rental Agreement
- Tue, 09/01/2024 17:27 - Nicole Sinosich submitted the Residential Rental Agreement

Claudio Sinosich (Rental Provider)

- Tue, 09/01/2024 11:37 - Claudio Sinosich clicked 'start' button to view the Residential Rental Agreement
- Tue, 09/01/2024 12:05 - Claudio Sinosich clicked 'start' button to view the Residential Rental Agreement
- Tue, 09/01/2024 12:18 - Claudio Sinosich clicked 'start' button to view the Residential Rental Agreement
- Tue, 09/01/2024 12:21 - Claudio Sinosich stamped saved signature the Residential Rental Agreement
- Tue, 09/01/2024 12:21 - Claudio Sinosich submitted the Residential Rental Agreement

AGREEMENT END

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.