

2D Conveyancing Pty Ltd

T: 0411 675 795

E: admin@2dconveyancing.com.au

W: www.2dconveyancing.com.au

A: 1/333 Drummond Street, Carlton VIC 3053

Contract of sale of real estate

Vendor: Jacqueline Lise Shackles

Property: Unit 2/56 Summit Road, Frankston 3199

CONTRACT OF SALE OF REAL ESTATE

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

Property address: Unit 2/56 Summit Road, Frankston 3199

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

The terms of this contract are contained in the:

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

You may end this contract within three 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 three day cooling-off period does not apply if:

- you bought the property at or within three 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER _____ on ____ / ____ / 202

Print name of person signing _____

State nature of authority if applicable (eg 'director', 'attorney under power of attorney') _____

This offer will lapse unless accepted within _____ clear business days (three clear business days if none specified).

SIGNED BY THE VENDOR _____ on ____ / ____ / 202

Print name of person signing Jacqueline Lise Shackles

State nature of authority if applicable (eg 'director', 'attorney under power of attorney') _____

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

Particulars of sale

Vendor's estate agent: OBrien Real Estate - Chelsea of 463 Nepean Highway, Chelsea, VIC 3196.
Telephone: 9772 7077. Mobile: 0439 394 434. Reference: Jo Barclay.
Email: jo.barclay@obrienrealestate.com.au.

Vendor: Jacqueline Lise Shackles of 15 Wineview Lane, Frankston South, VIC 3199.

Vendor's conveyancer: 2D Conveyancing, 1/333 Drummond Street, Carlton VIC 3053. Reference: Dora Drakopoulos. Mobile: 0411 675 795. Email: dora@2dconveyancing.com.au

Purchaser:

Purchaser's legal practitioner or conveyancer:

Firm:
Address:
Telephone:
Email:

Land (general conditions 3 and 9):

The land is lot 2 on plan PS731718X being the land described in certificate of title volume 11609 folio 958. Copies of the title and the plan are attached to the Vendor's Statement.

The land includes all improvements and fixtures.

Property address:

The address of the land is Unit 2/56 Summit Road, Frankston.

Goods sold with the land (general condition 2.3(f)) (list or attach schedule):

All fixed floor coverings, window furnishings, light fittings and dishwasher.

Payment (general condition 11):

Price

\$

Deposit

\$

by / / 2025
(of which \$ has been paid)

Balance

\$

payable at settlement

GST (general condition 13)

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

Not applicable

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

Not applicable

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

Not applicable

Settlement (general condition 10)

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

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

Lease (general condition 1.1)

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

Subject to lease

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are disclosed in the vendor's statement.

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

Not applicable

Loan (general condition 14)

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

Lender:

Loan amount: \$

Approval date:

Special conditions

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

Special conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are set out on the following pages.

Electronic conveyancing

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 20 applies if the box is marked '**ec**'.

ec

GST Withholding

Is the purchaser required to pay a GST Amount to the Australian Taxation Office under section 14-250 of Schedule 1 to the TA Act?

No - the property is not 'new residential premises'

GST Amount not payable by purchaser

- 1.1 If the 'GST Withholding' box above indicates that the purchaser is **not** required to pay a GST Amount, then:
- (a) the vendor warrants that, at settlement, it will not be supplying new residential premises or potential residential land requiring payment of a GST Amount by the purchaser to the Australian Taxation Office under section 14-250 of Schedule 1 to the TA Act; and
 - (b) the vendor will be taken to have complied with its obligations to provide notice to the purchaser under section 14-255 of Schedule 1 to the TA Act (if any).

CONTRACT OF SALE OF REAL ESTATE - SPECIAL CONDITIONS

1 Definitions and interpretation

1.1 Definitions

In this contract:

Administrative Notice means an administrative notice under the **Transfer of Land Act 1958 (Vic)**.

Contamination means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:

- (a) noxious or poisonous;
- (b) harmful or potentially harmful to the health or welfare of human beings;
- (c) poisonous, harmful or potentially harmful to animals, birds or wildlife;
- (d) poisonous, harmful or potentially harmful to plants or vegetation;
- (e) obnoxious or unduly offensive to the senses of human beings; or
- (f) detrimental to any beneficial use made of the property.

DOL Form means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

Duties Act means the **Duties Act 2000 (Vic)**.

Duties Settlement Statement means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.

ECNL means the Electronic Conveyancing National Law as adopted or implemented in the **Electronic Conveyancing (Adoption of National Law) Act 2013 (Vic)**, as amended from time to time.

eCT means an electronic certificate of title acceptable to the relevant titles office.

eCT Control means the person that has control of an eCT as shown on a folio of the register of land kept under section 27 of the **Transfer of Land Act 1958 (Vic)**.

ELN means the electronic lodgement network as defined in the ECNL.

Electronic Workspace means a shared electronic workspace generated by the ELN.

Environmental and Planning Law means:

- (a) all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;
- (b) all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and
- (c) all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).

Foreign Acquisitions Legislation means the **Foreign Acquisitions and Takeovers Act 1975 (Cth)** and any regulations made under that Act.

Foreign Person has the meaning given to that expression in the Foreign Acquisitions Legislation.

Government Authority means any government department, local council, government or statutory authority, public or private utility or other public or private body, that has a right to impose a requirement (including a requirement that its consent be obtained) or charge a fee in connection with the property.

GST Amount means the amount which the purchaser must pay to the Australian Taxation Office under section 14-250 of Schedule 1 to the **TA Act** as set out in the particulars of sale or otherwise advised by the vendor prior to settlement.

Hazardous Materials means:

- (a) any Contamination;
- (b) any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life

-
- form or that may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment;
- (c) any item, substance or article that is either prescribed as dangerous goods within the meaning of the **Dangerous Goods Act 1985 (Vic)** or is capable of constituting a risk, threat or menace to persons or property; or
 - (d) any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law.

Insolvency Event means:

- (a) in the case of an individual:
 - (i) the committing of an act of bankruptcy in respect of the individual within the meaning of section 40 of the **Bankruptcy Act 1966 (Cth)**;
 - (ii) the signing of an authority by the individual under Part X of the **Bankruptcy Act 1966 (Cth)**; or
 - (iii) the making of a sequestration order in respect of the estate of the individual within the meaning of the **Bankruptcy Act 1966 (Cth)**;
- (b) in the case of a corporation:
 - (i) the appointment of a controller to the property of the corporation;
 - (ii) the appointment of an administrator in respect of the company;
 - (iii) the company failing to comply with a statutory demand within the period for compliance;
 - (iv) the making of a winding up order by a court in respect of the corporation; or
 - (v) the passing of a resolution for winding up under Part 5.5 of the **Corporations Act 2001 (Cth)**; and
- (c) in respect of a Part 5.7 body, the commencement of a winding up under Part 5.7 of the **Corporations Act 2001 (Cth)** in respect of that body.

Loss includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

Subscriber has the meaning given in the ECNL.

TA Act means the **Taxation Administration Act 1953 (Cth)**.

1.2 Interpretation

In this contract, headings are inserted for convenience only and do not affect the interpretation of this contract and unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes all other genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;
- (e) a reference to a document or instrument, including this contract, includes all of its clauses, paragraphs, recitals, parts, schedules and annexures and includes the document or instrument as amended, varied, novated, supplemented or replaced from time to time;
- (f) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to a party is to a party to this contract and includes the party's successors and permitted transferees and assigns and, if party is an individual, includes executors and personal legal representatives;
- (h) a reference to a person includes an individual, a partnership, a corporation or other corporate body, a joint venture, a firm, a trust, an association (whether incorporated or not), a government and a Government Authority;

-
- (i) If a party to this contract consists of two or more persons, the liability of those persons under this contract is a joint liability of all those persons or any combination of them and a several liability of each of them.
 - (j) no provision of this contract will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the contract or the inclusion of the provision in the contract;
 - (k) all monetary amounts are in Australian dollars, unless otherwise stated and a reference to payment means payment in Australian dollars;
 - (l) if the day on or by which something must be done falls on a Saturday, Sunday or bank holiday in Victoria, that thing must be done on the next business day;
 - (m) a right includes a benefit, remedy, discretion, authority or power;
 - (n) a reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (o) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of a warranty or representation; and
 - (p) a reference to law means common law, principles of equity and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them and consolidations, amendments, re-enactments or replacements of any of them).

2 Payment

General condition 11 is replaced with the following

11.1 The purchaser must pay the deposit:

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

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

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

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

-
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force

3 Acceptance of title

General condition 12.4 is added:

- 12.4 Where the purchaser **has given**, or is deemed by section 27(7) of the **Sale of Land Act 1962 (Vic)** 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.

4 Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is 'plus GST' or under general condition 13.1(a), (b) or (c)),

the vendor will issue a tax invoice for the supply when the amount of GST on the supply is received.

5 Adjustments

General condition 15.3 is added:

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

6 Foreign resident capital gains withholding

General condition 15A is added

15A. Foreign resident capital gains withholding

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the **TA Act** have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the **TA Act**. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the **TA Act** ('the amount') because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ('representative') to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

-
- (a) pay, or ensure payment of the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the **TA Act** must be given to the purchaser at least five business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the **TA Act**. The information must be provided within five business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- 7 Service**
- General condition 17 is replaced with the following:
17. Service
- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner 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.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in the contract.

8 Notices

General condition 21 is replaced with the following:

21. Notices

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

9 GST Withholding

9.1 Definitions

Words defined or used in Subdivision 14-E of Schedule 1 to the **TA Act** or in **A New Tax System (Goods and Services Tax) Act 1999 (Cth)** have the same meaning in this contract unless the context requires otherwise.

9.2 Vendor's notice

- (a) The purchaser acknowledges that completion of the 'GST Withholding' section of the particulars of sale (or provision of the further information referred to in the particulars of sale prior to settlement) by or on behalf of the vendor constitutes valid notice from the vendor in satisfaction of the vendor's obligations under section 14-255 of Schedule 1 to the TA Act (**GST Notice**).
- (b) The vendor warrants that the GST Notice is accurate to the best of the vendor's knowledge.

9.3 Purchaser's obligations

If the purchaser is required to pay a GST Amount in accordance with section 14-250 of Schedule 1 to the TA Act, the purchaser must:

- (a) withhold any GST Amount from the vendor's entitlement to:
 - (i) the balance at settlement; or
 - (ii) the payment of the first instalment of the balance (after payment of the deposit),as the case may be.
- (b) obtain any reference number and complete or lodge any notification forms, returns or other documents required by the Commissioner to enable payment of the GST Amount;
- (c) provide the information or copies of the forms referred to in special condition 10.3(b) to the vendor prior to or at settlement;
- (d) pay the GST Amount in accordance with special condition 9.5 or 9.6; and
- (e) provide the vendor with any additional information or documents the vendor may require to prepare the GST Notice, remit the GST Amount or claim a refund or credit in respect of the GST Amount.

9.4 Tenants in common

If the purchaser is comprised of two or more persons who will hold the property as tenants in common, then:

- (a) any GST Amount stated in the GST Notice is to be apportioned between them and paid by them in the same proportions in which they are buying the property; and
- (b) each purchaser acknowledges receipt of the GST Notice.

9.5 Payment of GST Amount through ELN

If settlement takes place through the ELN or any other electronic conveyancing system agreed by the parties, the purchaser must instruct its Subscriber to include the GST Amount in the settlement statement requiring payment to the Commissioner in respect of this transaction.

9.6 Payment of GST Amount by bank cheque

If settlement is conducted by means other than through the ELN or any other electronic conveyancing system, then:

- (a) the purchaser must give to the vendor at settlement:

-
- (i) a cheque drawn on an authorised deposit-taking institution for the GST Amount made payable to the 'Deputy Commissioner of Taxation'; and
 - (ii) any information or document referred to in special condition 9.3(b) to enable payment of the GST Amount by the vendor; and
 - (b) the vendor must deposit the bank cheque to the credit of the Commissioner' designated bank account on the settlement date or within any further period allowed by the Commissioner.
- 9.7 Penalties**
- The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the GST Amount unless the penalties or interest arise from the vendor's failure or delay including a breach of the warranty in special condition 9.2(b).
- 9.8 No merger**
- This special condition will not merge on settlement.
- 9.9 Effect on general condition 13**
- The purchaser will not be required to make payment of GST to the vendor under general condition 13 to the extent that it has paid the GST Amount in accordance with special condition 9.5 or 9.6.
- 10 Purchaser's acknowledgements and limitations**
- The purchaser acknowledges and agrees that, except as expressly set out in this contract:
- (a) the purchaser does not rely on any warranty or representation made by the vendor or any person on behalf of the vendor;
 - (b) the purchaser has relied entirely on the purchaser's own enquiries relating to, and inspection of, the property including, but not limited to, the potential use of the property and any services to and on the property; and
 - (c) the property and the goods are sold in their present condition and state of repair with any faults and defects, both latent and patent, and the vendor is not required to make any alteration or repair to the property or the goods.
- 11 Planning**
- The purchaser buys the land subject to any restrictions imposed by any relevant planning legislation, regulations or schemes.
- 12 Defects**
- 12.1** The purchaser must not require the vendor to make good any existing damage to, or defects in, any improvements on the property or to comply with any existing notices or orders relating to the property or to meet or contribute to the cost of complying with any existing notices or orders.
- 12.2** The purchaser acknowledges and agrees that the following do not constitute a defect in the vendor's title:
- (a) if any improvements on the property fail to comply with any planning or building legislation, regulations, by-laws or any planning permit; or
 - (b) if no guarantee exists under any relevant building or other legislation, regulations or by-laws in respect of the improvements.
- 12.3** The purchaser must not make any requisition or objection or claim any compensation in relation to any of the matters referred to in this special condition.
- 13 Liability arising from Hazardous Materials**
- 13.1 Release**
- The purchaser releases the vendor from, and agrees that the vendor is not liable for, any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.
- 13.2 Indemnity**
- The purchaser is liable for and indemnifies the vendor for any Loss arising from, or in connection with, the presence in, on, under or migrating to or from the property of any Hazardous Materials.

14 Foreign Acquisitions Legislation

14.1 Warranty

If the purchaser is a Foreign Person and the acquisition of the property is subject to the Foreign Acquisitions Legislation, the purchaser warrants to the vendor that the purchaser has received confirmation of;

- (a) no objection to the acquisition of the property; or
- (b) approval of the acquisition of the property,

under the Foreign Acquisitions Legislation.

14.2 Indemnity

The purchaser must indemnify and compensate the vendor for any Loss which the vendor incurs as a result of:

- (a) the warranty in special condition 14.1 not being true and accurate; or
- (b) any breach by the purchaser of the Foreign Acquisitions Legislation.

15 Nomination

If the purchaser nominates a substitute or additional transferee under general condition 18, the notice of nomination must include:

- (a) a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain acquire the property from the vendor; or
- (b) a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain consent to acquire the property from the vendor, this consent has been obtained; and
- (c) a copy of any consent; and
- (d) an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.

16 Duties Act and stamp duty

16.1 The purchaser must:

- (a) pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and
- (b) indemnify the vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.

16.2 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying the property.

16.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

16.4 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer of land differing from those recorded in this contract.

16.5 This special condition will not merge on settlement.

17 Delivery of transfer and DOL Form by purchaser

17.1 The purchaser must:

- (a) deliver the transfer in accordance with general condition 6, and
- (b) no later than 10 days before the due date for settlement:
 - (i) enter all data and information required to be entered by the purchaser in the DOL Form that it is invited by the vendor to complete;
 - (ii) sign and submit the DOL Form completed in accordance with special condition 17.1(b) to the vendor;
 - (iii) do any other things required to enable the vendor to produce a Duties Settlement Statement.

-
- 17.2 If the purchaser fails to comply with special condition 17.1, then without limiting the vendor's other rights:
- (a) the vendor will not be obliged to complete this contract on the date for payment of the balance but rather on the date which is 10 days after the date the purchaser complies with special condition 17.1; and
 - (b) the purchaser will be deemed to have made default in payment of the balance and must pay interest from the date for payment of the balance until the date which is 10 days after the date the purchaser complies with special condition 17.1.

18 Deposit

Subject to the **Sale of Land Act 1962 (Vic)**, the vendor and the purchaser direct that the deposit must be held by the vendor's lawyers as stakeholder who are authorised, but not obliged, to hold the deposit in an interest bearing trust account or an interest bearing trust account term deposit until released under general condition 12.

19 Settlement

- 19.1 Settlement must take place no later than 5:00 pm on the date for settlement failing which settlement will be deemed to take place on the next Business Day.
- 19.2 Unless special condition 20 applies, settlement will take place at the office of the vendor's lawyers or at such other place as the vendor directs.
- 19.3 If the certificate of title is an eCT, the vendor will ensure that before settlement the eCT Control lodges an Administrative Notice nominating the eCT to a paper instrument or otherwise in the manner required to enable settlement to occur.
- 19.4 If settlement takes place after 5.00pm on the date for settlement, the purchaser is taken to be in default of the balance until the next business day and the vendor will be entitled to interest on the balance in accordance with general condition 26.

20 Electronic conveyancing

- 20.1 Special condition 20 applies if the particulars of sale specify, or after the day of sale the parties 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.
- 20.2 This special condition has priority over any other provision to the extent of any inconsistency.
- 20.3 Each party must:
- (a) conduct settlement and lodgement in accordance with the ECNL;
 - (b) be (or engage a representative who is) a Subscriber; and
 - (c) ensure that all persons for whom it is responsible and who are associated with the transaction the subject of this contract are (or engage representatives who are) Subscribers.
- 20.4 As soon as reasonably practicable after the day of sale or the date on which the parties reach agreement under special condition 20.1, as the case may be, the vendor must:
- (a) open an Electronic Workspace; and
 - (b) give written notice to the purchaser of the time on the date for settlement at which the Electronic Workspace will be locked.
- 20.5 Settlement occurs when the Electronic Workspace records that:
- (a) the exchange of money between financial institutions in accordance with the instructions of the parties has occurred; and
 - (b) if there is no exchange of money required, the documents necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement.
- 20.6 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.
- 20.7 Before settlement, the vendor must:
- (a) deliver any keys, security devices and codes to the vendor's estate agent;
 - (b) direct the estate agent to give the keys to the purchaser or their nominee on notification of settlement by the ELN;

-
- (c) deliver all other physical documents and items (other than goods sold with the land) to which the purchaser is entitled at settlement to the vendor's Subscriber with instructions to give those documents and items to the purchaser or its nominee on notification of settlement by the ELN.

21 Withdrawal from electronic conveyancing

- 21.1 If a party reasonably considers that settlement and lodgement can no longer be conducted electronically, it must immediately give written notice to the other party to that effect supported by reasons.
- 21.2 A notice given under special condition 21.1 must be given at least five clear Business Days of the date for settlement unless the settlement cannot proceed electronically because:
 - (a) the transaction is excluded from being completed electronically by the ECNL;
 - (b) either party's appointed Subscriber cannot complete the settlement due to a genuine and unforeseen circumstance outside of their reasonable control which has arisen in the period commencing within five business days of the date for settlement; or
 - (c) if by reason of electronic, computer or other system failure of the ELN, settlement does not occur electronically on the date for settlement,in which case notice must be given immediately on either party becoming aware of the circumstance.
- 21.3 If a party serves notice under special condition 21.1 or 21.2, the parties must do everything reasonably necessary to effect settlement:
 - (a) in the case of a notice given under special condition 21.2(b) or 21.2(c), electronically as soon as possible following the resolution of the circumstance or failure; or
 - (b) in all other cases, or at the option of either party, as a paper based settlement in accordance with special condition 19 on the date for settlement or as soon as possible thereafter.
- 21.4 Without limiting any other rights of the vendor under or arising out of the contract or otherwise at law, if a notice is given by the purchaser under special condition 21, the purchaser must pay all costs reasonably incurred by the vendor including any costs incurred:
 - (a) as a result of settlement being delayed; or
 - (b) in connection with arranging a paper based settlement (including legal costs and the cost of converting any eCT to a paper title).
- 21.5 The purchaser may not make any claim against the vendor for any Loss resulting from:
 - (a) the withdrawal from electronic conveyancing for any reason; or
 - (b) settlement being delayed for any reason set out at special condition 21.

22 Depreciation

- 22.1 For the purposes of the **Income Tax Assessment Act 1997 (Cth)**, the value of the goods (if any) and of any other fixtures included in this sale is deemed to be the depreciated value of each item in the books of account of the vendor at the day of sale.
- 22.2 The depreciated value will be determined in accordance with the **Income Tax Assessment Act 1997 (Cth)** and if any item is fully depreciated or otherwise written off or fully deducted for the purposes of the **Income Tax Assessment Act 1997 (Cth)**, the consideration for the item will be \$1.

23 Guarantee by directors

- 23.1 General condition 20 does not apply to this contract.
- 23.2 If the purchaser is a company not listed on the Australian Securities Exchange (unless the purchaser is a subsidiary of a listed company in which case special condition 23.3 will apply), the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a joint and several guarantee in the form of the document annexed.
- 23.3 If the purchaser is a subsidiary of a company listed on the Australian Securities Exchange, the purchaser must, at its expense and within seven days of the day of sale, procure and deliver to the vendor's lawyers a guarantee from the listed company in the form of the document annexed.

24 Right of rescission

- 24.1 The purchaser warrants that it is not subject to any Insolvency Event and will not be at any time up to and including the date for settlement.

-
- 24.2 Without limiting the vendor's rights under special condition 23, the vendor may rescind this contract without penalty if the purchaser (or if the purchaser consists of two or more persons, any of those persons) breaches the warranty given at 24.1.
- 24.3 The vendor may exercise its rights under special condition 24.2 by notice to the purchaser or the purchaser's representative
- 25 Confidentiality**
- The vendor and the purchaser must not disclose the contents or terms of this contract or any information obtained or received in connection with the negotiation of this contract to any person who is not a party to this contract, except to the extent that:
- (a) the other party consents to the disclosure;
 - (b) the disclosure is made on a confidential basis to that party's officers, employees, agents, financiers or professional advisers; or
 - (c) the disclosure is necessary in order to comply with any applicable law or an order of a court or tribunal.
- 26 Amendment**
- This contract may only be amended or varied in writing signed by each party.
- 27 Waiver**
- 27.1 No failure to exercise or delay in exercising any right given by or under this contract to a party constitutes a waiver and the party may still exercise that right in the future.
- 27.2 Waiver of any provision of this contract or a right created under it must be in writing signed by the party giving the waiver and is only effective to the extent set out in that written waiver.
- 28 Entire agreement**
- This contract constitutes the entire agreement between the parties about its subject matter and supersedes all previous communications, representations, understandings or agreements between the parties on the subject matter.
- 29 Severability**
- If any provision of this contract is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from this contract without affecting the validity or enforceability of the remaining provisions of this contract.
- 30 No merger**
- Any provision of this contract which is capable of taking effect after settlement will not merge on settlement but rather will continue in full force and effect.
- 31 Further assurance**
- Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this contract and the rights and obligations of the parties under it, both before and after settlement.
- 32 Finance**
- 32.1 Further to the provisions of General Condition 14, the parties agree that if the Purchaser fails to make an application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time, to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- 32.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the purchaser must simultaneously provide written proof to the Vendor from the lender by providing a letter of decline to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.
- 33 Land tax and windfall gains tax**
- 33.1 For the purposes of general condition 15:

-
- (a) the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies; and
 - (b) general condition 21 does not apply to any amounts that section 10G or 10H of the Sale of Land Act 1962 applies.

34 Building and pest inspections

If this contract is subject to building and/or pest inspections and the inspector(s) cause(s) any damage to the property during the inspection(s) (**Inspection Damage**), the purchaser agrees to pay all costs associated with the rectification of the Inspection Damage. This special condition is an essential term of this contract and will not merge on completion, termination or rescission of this contract, such that the purchaser must pay all costs associated with the rectification of the Inspection Damage regardless of whether this contract has come to an end.

35 Sale by auction

- 35.1 The property is offered for sale by public auction, subject to the vendor’s reserve price.
- 35.2 The auction will be conducted in accordance with the rules in Schedule 1 of the **Sale of Land (Public Auctions) Regulations 2014 (Vic)**, a copy of which is annexed, or any rules prescribed by regulation which modify or replace those rules.

CONTRACT OF SALE OF REAL ESTATE - GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1 Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2 Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

-
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3 Identity of the land

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

- 3.2 The purchaser may not:

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

4 Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5 Consents

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

6 Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7 Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

-
- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
- (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register which the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor:
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay, as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8 Builder warranty insurance

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

9 General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

-
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to the 'registered proprietor' is a reference to 'owner'.

MONEY

10 Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

11 Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12 Stakeholding

- 12.1 The deposit must be released to the vendor if:

-
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13 GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.
- 14 Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and

-
- (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 15 Adjustments**
- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the date of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16 Time

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

17 Service

- 17.1 Any document sent by:
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by prepaid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'service' or any other expression is used.

18 Nominee

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

19 Liability of signatory

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

20 Guarantee

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

21 Notices

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

22 Inspection

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

23 Terms contract

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

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

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

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

24 Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25 Breach

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

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

DEFAULT

26 Interest

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

27 Default notice

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

28 Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

ANNEXURE

Guarantee and indemnity

1 Guarantee

The guarantors:

- (a) unconditionally and irrevocably guarantee the punctual payment to the vendor of all moneys payable by the purchaser to the vendor under this contract;
- (b) must, on demand, immediately pay to the vendor any amount payable by the purchaser to the vendor under this contract which is not paid by the purchaser on its due date; and
- (c) must, on demand by the vendor, promptly perform all of the obligations of the purchaser under this contract which the purchaser has not performed, whether or not the vendor has demanded performance by the purchaser.

2 Indemnity

The guarantors unconditionally and irrevocably indemnify the vendor for any claim against the vendor or any liability incurred by the vendor, directly or indirectly, if for any reason:

- (a) the purchaser does not promptly perform all of the obligations of the purchaser under this contract;
- (b) the purchaser exceeds its power in entering into this contract; or
- (c) the purchaser is subject to an insolvency event.

3 Guarantors to remain liable

The guarantors remain separately liable under this guarantee and indemnity if:

- (a) the purchaser:
 - (i) enters into any composition or scheme or deed of arrangement with creditors; or
 - (ii) enters into administration or liquidation or is de-registered, dissolved or wound-up;
- (b) the vendor cannot for any reason enforce this contract or any part of it against the purchaser;
- (c) the vendor for any reason has not exercised or does not exercise all or any one or more of the vendor's rights or powers;
- (d) the vendor grants any time or other indulgence or concession to the purchaser;
- (e) the vendor compounds, compromises, releases, abandons, waives, varies, relinquishes or renews any of the vendor's rights against the purchaser, or waives or varies or amends any provision of this contract, despite the liability of the guarantor being increased;
- (f) any part of the purchaser's liability to the vendor is satisfied by a payment that, whether because it is a preference or for any other reason, the vendor must pay back or otherwise lose the benefit of, to the extent of the repayment or benefit so lost; or
- (g) any other guarantor is no longer bound by the guarantee and indemnity in clauses 1 and 2.

4 No claims

Until the vendor has received all moneys payable by the purchaser to the vendor under this contract:

- (a) the guarantors are not entitled to prove in the liquidation or estate, as the case may be, of the purchaser in competition with the vendor; and
- (b) the guarantors are not entitled to claim the benefit of any security that the vendor may hold.

5 Acknowledgment

The guarantors each separately acknowledge and agree that:

- (a) it is a condition of the vendor entering into this contract that each guarantor gives the guarantee and indemnity in clauses 1 and 2;
- (b) he or she has received valuable consideration for giving the guarantee and indemnity in clauses 1 and 2;
- (c) he or she has not been induced to enter into this guarantee and indemnity because of any representation by or on behalf of the purchaser or the vendor; and
- (d) he or she has received legal advice or has had the opportunity to obtain legal advice in relation to the guarantee and indemnity in clauses 1 and 2.

DATED:

Guarantors:

..... of

..... of

SIGNED by
in the presence of :

.....
Signature of witness

.....
Name of witness (*please print*)

SIGNED by
in the presence of :

.....
Signature of witness

.....
Name of witness (*please print*)

EXECUTED by

ACN in accordance with
section 127 of the *Corporations Act 2001* (Cth) by
being signed by the following officers:

.....
Signature of director

.....
Signature of director / company secretary

.....
Name of director (*please print*)

.....
Name of director / company secretary (*please print*)

OR

.....
Signature of sole director and sole company
secretary

.....
Name of sole director and sole company secretary
(*please print*)

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Schedule 5 Sale of Land (Public Auctions) Regulations 2014

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if:

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions

The law forbids any of the following:

- any person bidding for a vendor other than -
 - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners);
 - or a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that they made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

Who made the bid?

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

It is an offence to disrupt an auction

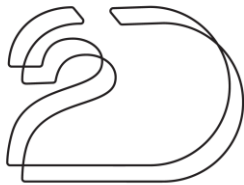
The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

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

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

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following website www.legislation.vic.gov.au under the title 'Victorian Law Today'.



2D Conveyancing Pty Ltd

T: 0411 675 795

E: admin@2dconveyancing.com.au

W: www.2dconveyancing.com.au

A: 1/333 Drummond Street, Carlton VIC 3053

Vendor's statement

Vendor: Jacqueline Lise Shackles

Property: Unit 2/56 Summit Road, Frankston 3199

Vendor's statement

Vendor's statement to the Purchaser of real estate under section 32 of the *Sale of Land Act 1962* (Vic)

Vendor: Jacqueline Lise Shackles

Property: Unit 2/56 Summit Road, Frankston 3199

In this statement:

Vendor and **Purchaser** include, where either the Vendor or the Purchaser is comprised of more than one person or company, any one or more of those persons or companies;

Certificate means a certificate or a copy issued by the relevant authority;

Contract means the contract between the Vendor and the Purchaser for the sale and purchase of the Property;

Due Date means the date for payment of the residue under the Contract; and

Settlement means the event on the happening of which the Purchaser becomes entitled to possession or to the rents and profits of the Property.

Important notice to Purchaser

The Vendor gives notice to the Purchaser that if the Purchaser fails to complete the purchase of the Property on the Due Date, the Vendor will or may suffer the following losses and incur the following expenses which the Purchaser must pay to the Vendor in addition to interest payable in accordance with the terms of the Contract:

- all costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on the bridging finance;
- interest payable by the Vendor under any existing mortgage over the Property calculated from the Due Date;
- accommodation expenses necessarily incurred by the Vendor;
- legal costs and expenses incurred by the Vendor; and
- penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

Vendor's statement

1 Mortgages

The mortgages (registered or unregistered) affecting the Property will be discharged by Settlement.

2 Easements, covenants or other similar restrictions

- (a) Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copy of title (and any Certificate).
- (b) So far as the Vendor is aware, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction disclosed.
- (c) The Property is sold subject to the lease dated 5 September 2024 between Jacqueline Shackles, Tanya Daly and Flynn Daly. The Vendor does not warrant that the lease will be in force at Settlement.

3 Planning

Information concerning planning is contained in the attached Certificate.

4 Road access

There is access to the Property by road.

5 Bushfire prone area

The Property is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993* (Vic).

6 Outgoings

Information is contained in the attached Certificates concerning rates, taxes, charges or other similar outgoings (including owners corporation charges, if applicable) affecting the Property and any interest payable on any part.

7 Statutory charges

There are no registered or unregistered statutory charges (other than rates or land tax) affecting the Property.

8 Commercial and Industrial Property Tax

The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024: No

The AVPCC number is: 120

The Entry Date of the land was: Not applicable

9 Services

The following services are not connected to the Property:

-
- (a) telephone.

The Purchaser should check with the appropriate authorities as to the availability (and cost) of providing any services not connected to the Property.

10 Building permits

Particulars of any building permits issued during the past seven years under the *Building Act 1993* (Vic):

Particulars are contained in the attached Certificates.

11 Notice, order, declaration, report or recommendation

- (a) So far as the Vendor is aware, there are no notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposals directly and currently affecting the Property. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.
- (b) So far as the Vendor is aware, there are no notices, property management plans, reports or orders in respect of the Property 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. Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.
- (c) So far as the Vendor is aware, there is no notice of intention to acquire the Property served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic). Please note that the Vendor has no means of knowing of the decisions of public authorities and government departments affecting the Property unless these have been communicated to the Vendor.

12 Owners corporation

The owners' corporation in respect of the Property is inactive.

13 Title

Attached is a copy of the Register Search Statement relating to the Property and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

Vendor's statement

Signing page

Date of this statement:

30/12/2025

Signature of the Vendor(s)



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract. The Purchaser also acknowledges being given a copy of the due diligence checklist prescribed by the *Sale of Land Act 1962* (Vic).

Date of this acknowledgment:

Signature of the Purchaser(s)

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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 the 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 ANY
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION,
YOU SHOULD SEEK EXPERT ADVICE**

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

Page 1 of 2

VOLUME 11609 FOLIO 958

Security no : 124130419975L
Produced 02/12/2025 04:44 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 731718X.
PARENT TITLE Volume 08119 Folio 582
Created by instrument PS731718X 05/11/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JACQUELINE LISE SHACKLES of 15 WINEVIEW LANE FRANKSTON SOUTH VIC 3199
AY204233K 15/07/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY204234H 15/07/2024
NATIONAL AUSTRALIA BANK LTD

COVENANT A095447 05/01/1956

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

AGREEMENT Section 173 Planning and Environment Act 1987
AL515553T 26/11/2014

DIAGRAM LOCATION

SEE PS731718X 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 2 56 SUMMIT ROAD FRANKSTON VIC 3199

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 15/07/2024

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS731718X

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	PS731718X
Number of Pages (excluding this cover sheet)	3
Document Assembled	02/12/2025 16:44

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				LV USE ONLY EDITION 1	PLAN NUMBER PS 731718X
LOCATION OF LAND Parish: FRANKSTON Township: - Section: 3 Crown Allotment: 10 (PART) Crown Portion: - Title Reference: VOL 8119 FOL 582 Last Plan Reference: LOT 45 ON LP 21127 Postal Address: 56 SUMMIT ROAD, (at time of subdivision) FRANKSTON 3199 MGA94 Co-ordinates: E 336 030 Zone: 55 (of approx. centre of land in plan) N 5 774 880				Council Name: CITY OF FRANKSTON	
VESTING OF ROADS AND / OR RESERVES				NOTATIONS	
IDENTIFIER		COUNCIL / BODY / PERSON			
NIL		NIL			
NOTATIONS				Boundaries shown by continuous thick lines are defined by buildings. Location of boundaries defined by buildings. Exterior Face: ALL BOUNDARIES	
THIS IS A SPEAR PLAN. Depth Limitation: DOES NOT APPLY Staging: This is not a staged subdivision. Planning Permit No. 427/2014/P OWNERS CORPORATION NOTATION LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES. Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) 132 & 535 In proclaimed Survey Area No. 16					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of	
Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119 Email: mail@nnhsurveyors.net.au			LICENSED SURVEYOR: GRANT T. NAPPER DIGITALLY SIGNED REF: 3359 DWG No. 3359S VER 02 10/08/2015		Sheet 1 of 2 sheets Original sheet size A3 PLAN REGISTERED TIME: 11:41am DATE: 5/11/2015 G.Ly Assistant Registrar of Titles

PLAN OF SUBDIVISION

PLAN NUMBER
PS 731718X

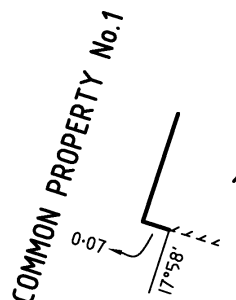
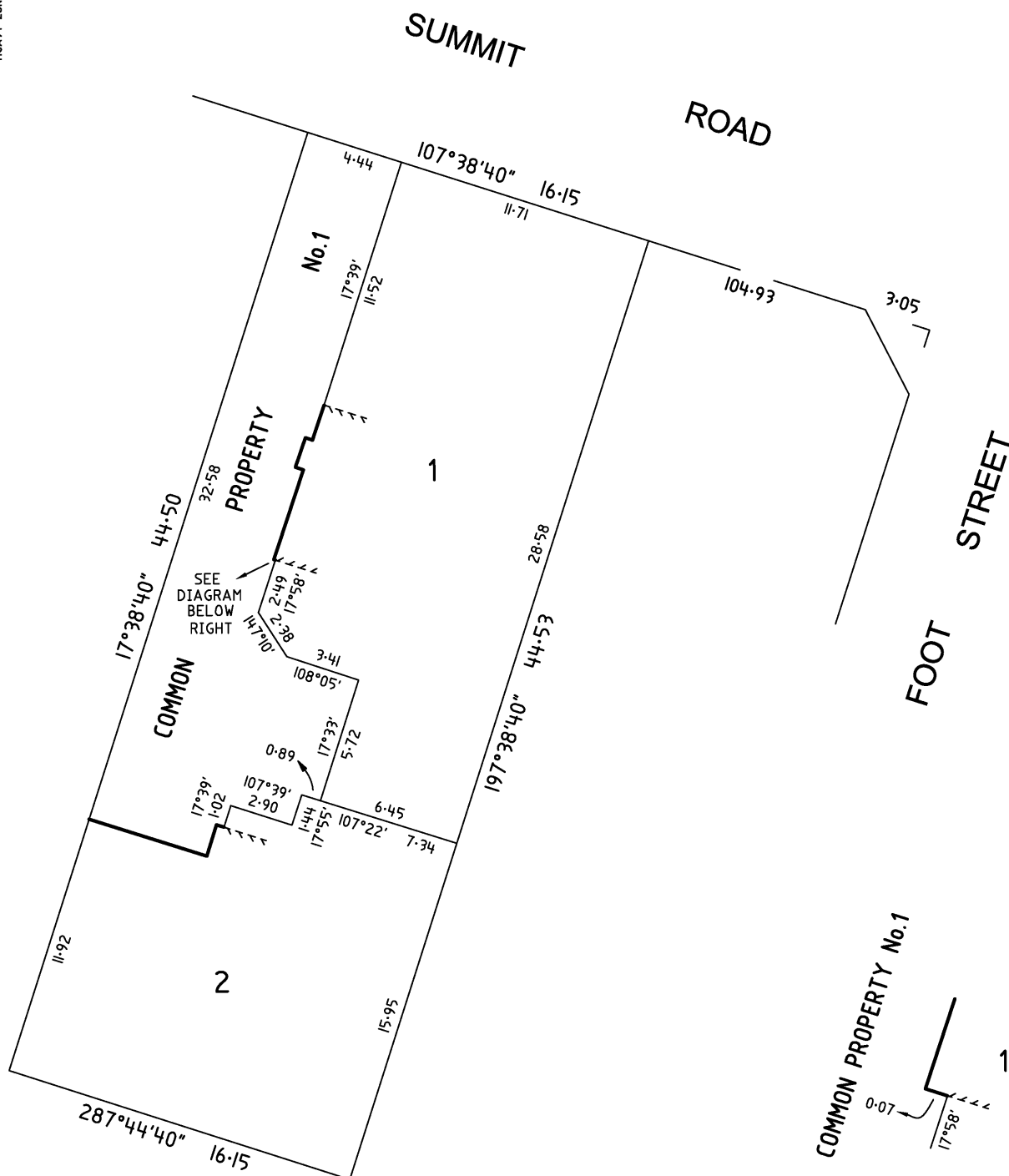


DIAGRAM
NOT TO SCALE

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133 Fax (03) 5996 6119

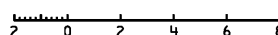
Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: GRANT T. NAPPER
DIGITALLY SIGNED

ORIGINAL
SCALE

1:200



LENGTHS ARE IN METRES

DWG No. 3359S VER 02 10/08/2015

SHEET 2

Original sheet size A3

CITY OF FRANKSTON

Plan of Subdivision PS731718X

Concurrent Certification and Statement of Compliance (Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S053991A

Plan Number: PS731718X

Responsible Authority Name: Frankston City Council

Responsible Authority Permit Ref. No.: 427/2014/P

Responsible Authority Certification Ref. No.: 120/2014/S

Surveyor's Plan Version: 2

Certification

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

Statement of Compliance

☒ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

☐ Has not been made at Certification

Digitally signed by Council Delegate: Vanessa Herde

Organisation: Frankston City Council

Date: 07/09/2015



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: 02/12/2025 04:44:11 PM

OWNERS CORPORATION 1
PLAN NO. PS731718X

The land in PS731718X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

23 PEARCE STREET BURWOOD VIC 3125

OC027939G 05/11/2015

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:

NIL

Additional Owners Corporation Information:

OC027939G 05/11/2015

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	100	100
Lot 2	100	100
Total	200.00	200.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/12/2025 04:44:11 PM

OWNERS CORPORATION 1
PLAN NO. PS731718X

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	A095447
Number of Pages (excluding this cover sheet)	4
Document Assembled	02/12/2025 16:44

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.

A 95447

A 95447

5634391

JOHN D. EVANS ROCKMAN & CO.

*****2-10-0-A RT T

11-24 82545 JAN-5 VICTORIA

TRANSFER OF LAND
C. PAID

Handwritten: 12/13/56 A3388

Handwritten: 11-12



Handwritten: 7408-404 part under an acre
Ence: bovd. in herein.

Handwritten: 12/10/56
Dr. 16/10/56

Handwritten: End
19.10.56

We, RAOUL FORTESCUE MILES of 62 Young Street Frankston Estate Agent and SYDNEY DERWENT MILES of 212 Doncaster Road North Balwyn being registered as the proprietors of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE HUNDRED AND FIFTY POUNDS paid to us by GEORGE HARRY MOSS of "Glenora" Hastings Road Frankston Painter DO HEREBY TRANSFER to the said GEORGE HARRY MOSS all our estate and interest in ALL THAT piece of land being Lot 45 on Plan of Subdivision No. 21127 lodged in the Office of Titles and being part of Crown Allotment 10 Section 3 Parish of Frankston County of Mornington and being part of the land more particularly described in Certificate of Title Volume 7408 Folio 404, AND the said GEORGE HARRY MOSS for himself his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred HEREBY COVENANTS with the said RAOUL FORTESCUE MILES and SYDNEY DERWENT MILES their and each of their respective heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title other than the land hereby transferred that he will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel or sand from the said land hereby transferred except for the purpose of excavating for the foundations of any building to be erected thereon AND IT IS HEREBY REQUESTED that the foregoing covenant shall run at law and in equity with the said land hereby transferred and shall appear as an encumbrance on the Certificate of Title to issue therefor.

DATED the 10th day of December 1955

SIGNED by the said RAOUL FORTESCUE MILES in Victoria in the presence of:

Handwritten signature: Raoul Fortescue Miles

Handwritten: Miles.

Handwritten: 19/1/56



Handwritten: 204870
218725

SIGNED by the said SYDNEY DERWENT

MILES in Victoria in the presence of:

Frank Campbell

Edw Miles

SIGNED by the said GEORGE HARRY MOSS

in Victoria in the presence of:

J. Powers

G. H. Moss

ENCUMBRANCES REFERRED TO:

N i l.



DR095447-2-7

0
DATED

195

RAOUL FORESCUE MITES

and

SYDNEY DERWENT MITES

• to •

GEORGE HARRY MOSS

TRANSFER OF LAND

JOHN D. EVANS ROCKMAN & CO.,
SOLICITORS,
62A YOUNG STREET,
FRANKSTON.

A memorandum of the within instrument
entered
in the Register Book Vol. 7408 Fol. 404

B. A. Jones
Assistant Registrar of Titles

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AL515553T
Number of Pages (excluding this cover sheet)	11
Document Assembled	02/12/2025 16:44

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.

Application by a responsible authority for the making of a recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 18

Lodged by: *Harry R Song & Associates*
Name:

Phone:

Address:

Ref: 63/2014/S173

Customer Code: 3359S



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

Land:

Volume: 08119 folio: 582

Authority:

Frankston City Council of Civic Centre, Cnr Davey & Young Streets, Frankston 3199

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

Name of Officer:

DEAN HANCOCK

Date:

13 . 11 . 14



AL515553T



FRANKSTON CITY COUNCIL

and

THE OWNER DESCRIBED IN THE SCHEDULE

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF
THE PLANNING AND ENVIRONMENT ACT 1987**

Property: The Land described in the Schedule

AL515553T

26/11/2014 \$116.50 173



PARTIES

- 1 **FRANKSTON CITY COUNCIL**
of Cnr Davey and Young Streets, Frankston Vic 3199
("Council")
- 2 The Owner described in the Schedule
("Owner")

RECITALS

- A This Agreement is a standard agreement drafted by Russell Kennedy Pty Ltd. The parties to this Agreement are each responsible for the proper completion of clause 8 to this Agreement and the proper execution of this Agreement.
- B The Council is the responsible authority under the Act for the Scheme.
- C The Owner is registered or is entitled to be registered as proprietor of the Land as set out in the Schedule.
- D The Development Permit provides for the development of the Land.
- E The Subdivision Permit provides for the subdivision of the Land in a manner consistent with the development of the Land in accordance with the Development Permit.
- F The Subdivision Permit contains a condition requiring the Owner to enter into a section 173 Agreement to require the development of the Land to be in accordance with the Development Permit.
- G If the Land is encumbered by a mortgage, the mortgage is identified in the Schedule and the Mortgagee is identified in the Schedule.
- H This Agreement has been entered into in order to:
 - comply with the Subdivision Permit;
 - prohibit, restrict or regulate the use or development of the Land; and
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- I This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement, including the Schedule and the recitals to this Agreement.
- 1.3 "Business Day" means Monday to Friday excluding public holidays in Victoria.

- 1.4 **"Land"** means the land within the Scheme as described in the Schedule.
- 1.5 **"Mortgagee"** means the person or persons registered (if any) or entitled from time to time to be registered (if any) by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.6 **"Development Permit"** means the planning permit identified in the Schedule as amended from time to time authorising the use (if applicable) and development of the Land.
- 1.7 **"Scheme"** means the Frankston Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.8 **"Subdivision Permit"** means the planning permit identified in the Schedule as amended from time to time authorising the subdivision of the Land.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends when the Owner has complied with its obligations under this Agreement or earlier by mutual agreement between the parties.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 Development of the Land

Should the Land be subdivided in reliance upon the Subdivision Permit, the Owner covenants and agrees that the Land must only be developed in accordance with the Development Permit, to the satisfaction of the Council.

4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

AL515553T

26/11/2014 \$116.50 173



4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.5 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.6 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from any non-compliance with this Agreement.

4.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.7.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full,

and the Owner agrees:

- 4.7.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.7.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.7.6 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.7.7 if the Owner executes a mortgage as required by clause 4.10.4, any breach of this Agreement is deemed to be a default under that mortgage.

AL515553T

4

26/11/2014 \$116.50 173



4.8 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.9 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.10 Owner's warranty

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.10.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

AL515553T

5



5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

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

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;

- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
- 7.7.1 two or more parties; or
- 7.7.2 a party comprised of two or more persons,
- is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

AL515553T

26/11/2014 \$116.50 173



8 THE SCHEDULE

8.1 DATE OF THIS AGREEMENT

14 NOVEMBER 2014

8.2 THE OWNER

Jian Ruo Shi of 17 Farm Road Oakleigh South Victoria 3166.

8.3 THE LAND

Lot 45 on Plan of Subdivision 021127 being the whole of the land in certificate of title volume 08119 folio 582.

8.4 ADDRESS OF THE LAND

56 Summit Road Frankston Victoria 3199.

8.5 DEVELOPMENT PERMIT

518/2013/P issued by Council on 26 May 2014.

8.6 SUBDIVISION PERMIT

427/2014/P issued by Council on 15 July 2014.

8.7 CONDITION OF THE SUBDIVISION PERMIT WHICH REQUIRES THIS SECTION 173 AGREEMENT

3.

AL515553T

26/11/2014 \$116.50 173


8.8 THE MORTGAGE

AF821188K Westpac Banking Corporation.

EXECUTED as an agreement under Division 2 of Part 9 of the Act.

AL515553T

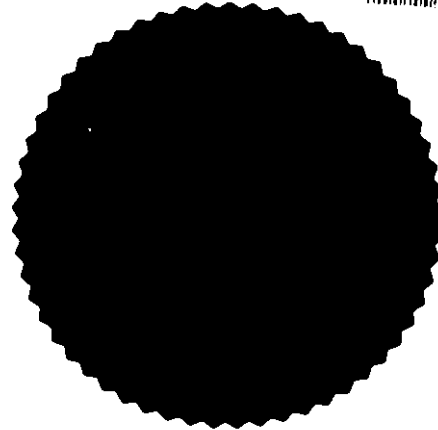
26/11/2014

\$116.50

173



THE COMMON SEAL of FRANKSTON CITY)
COUNCIL was affixed in the presence of:)
)
)



S. Mayer
Councillor

[Signature]
Chief Executive Officer

SIGNED SEALED AND DELIVERED)
By Jian Ruo Shi in the presence of:)
)

[Signature]
Witness

Jian Ruo Shi

MORTGAGEE'S CONSENT

Westpac Banking Corporation as Mortgagee under Mortgage AF821188K which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

AL515553T

26/11/2014 \$116.50 173



Westpac Banking Corporation
ABN 33 007 457 141 the
Mortgagee under Mortgage
No. AL 294188K... HEREBY
CONSENTS to the within
Dated this 26 day of SEPTEMBER 2014
Westpac Banking Corporation
By its Attorney [Signature] Antonio Varricchio
Tier Three Attorney
The Mortgage Centre
General Power of Attorney dated
17 January 2001 filed in the
Permanent Order Book No. 277
at page 016.
In the presence of
Signature of Witness [Signature]
Name of Witness (BLOCK LETTERS) Toru Teponasa

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1205419

APPLICANT'S NAME & ADDRESS

2D CONVEYANCING (TRADING AS 2D CONVEYANCING) C/-
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

SHACKLES, JACQUELINE LISE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

361011

This certificate is issued for:

LOT 2 PLAN PS731718 ALSO KNOWN AS 2/56 SUMMIT ROAD FRANKSTON
FRANKSTON CITY

The land is covered by the:

FRANKSTON PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

02 December 2025

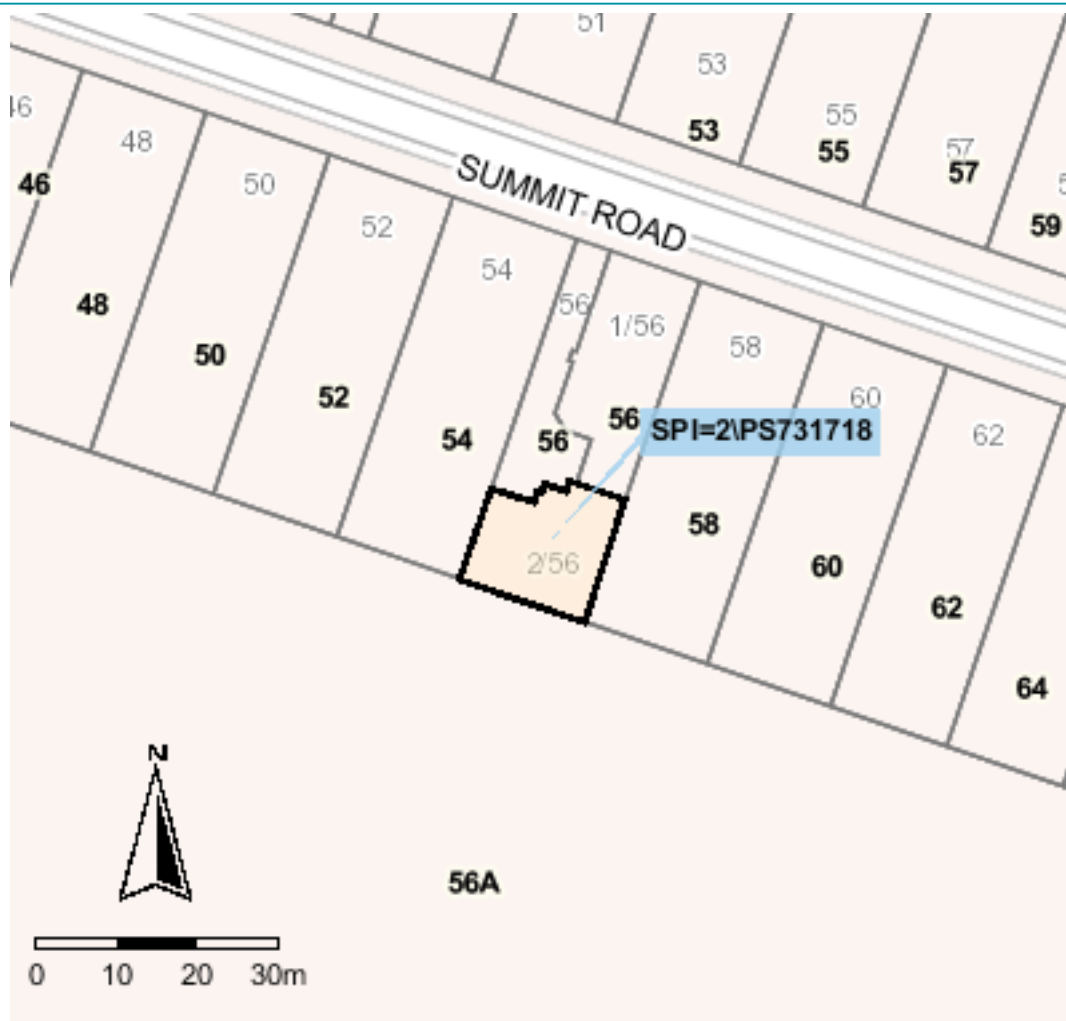
Sonya Kilkeny
Minister for Planning

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



Department
of Transport
and Planning

From www.planning.vic.gov.au at 08 December 2025 12:15 PM

PROPERTY DETAILS

Address: **2/56 SUMMIT ROAD FRANKSTON 3199**
Lot and Plan Number: **Lot 2 PS731718**
Standard Parcel Identifier (SPI): **2\PS731718**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **266894**
Planning Scheme: **Frankston**
Directory Reference: **Melway 102 E6**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

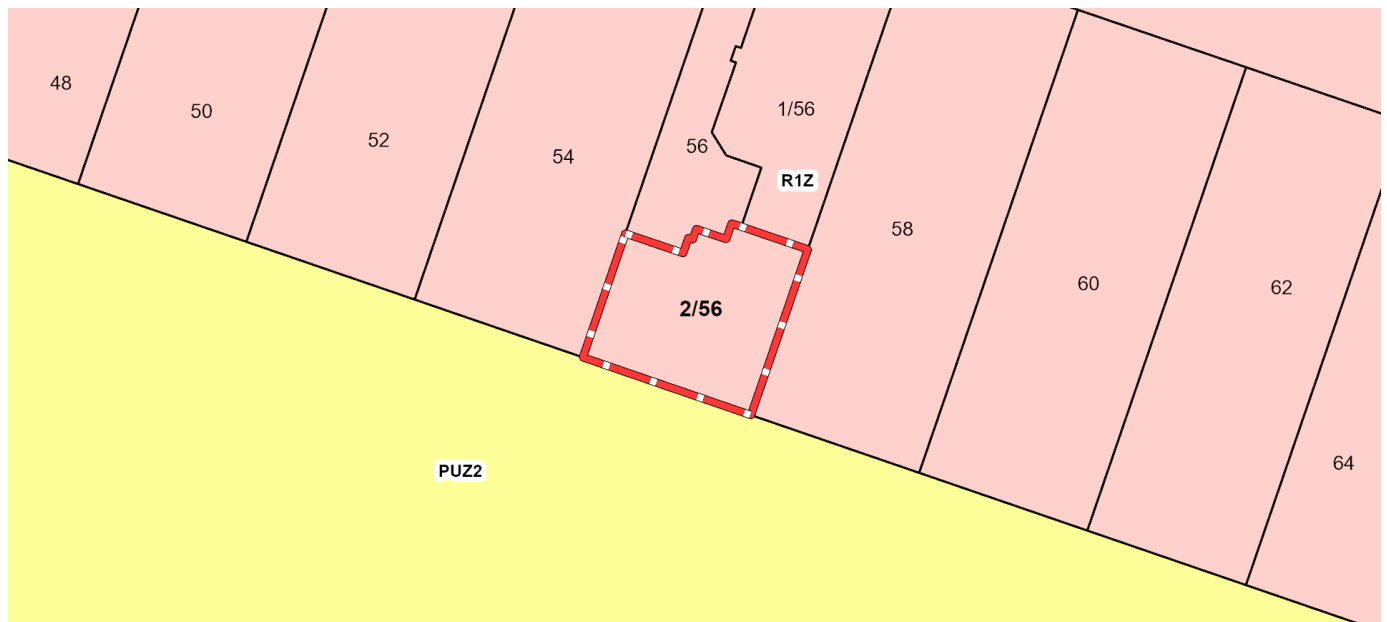
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Fire Rescue Victoria & Country**
Fire Authority

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(R1Z\)](#)



PUZ2 - Public Use-Education **R1Z - Residential 1**

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

Planning Overlays

No planning overlay found

Copyright © - State Government of Victoria

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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 5 December 2025.

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

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

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

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

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

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

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

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

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

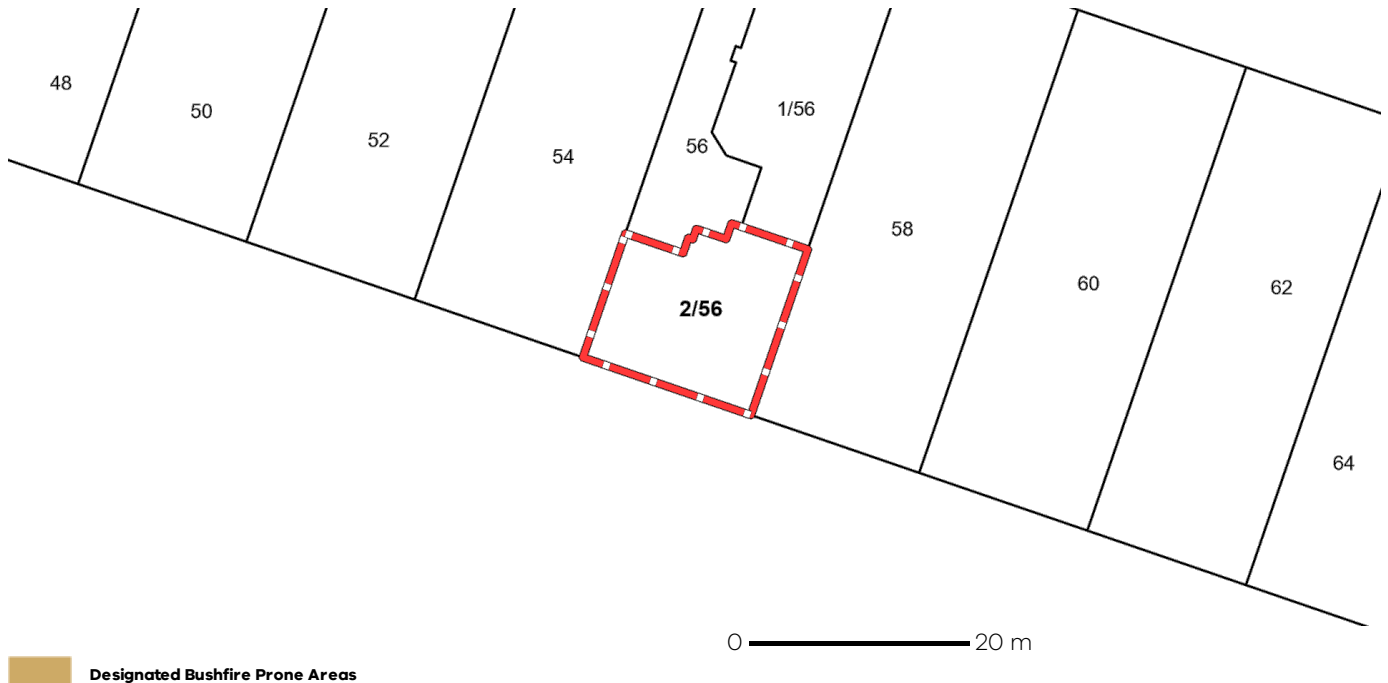
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



Frankston City Council
PO Box 490
Frankston, Vic 3199

Phone: 1300 322 322
info@frankston.vic.gov.au
frankston.vic.gov.au

**BUILDING PARTICULARS FORM
BUILDING ACT 1993 BUILDING REGULATIONS 2018 REGULATION 51(1)
Frankston City Council**

Telephone: (03) 9784 1900

Certificate No: 33651

Issue Date: 02-Dec-2025

Fee Received/Receipt: \$53.60

Applicant: Landata

Address: Level 1 2 Lonsdale Street
MELBOURNE VIC 3000

Telephone:

Email: landata.online@servictoria.com.au

Applicant's Reference: 78976484-020-5:89032

The applicant being a recognised person or body under Section 28 of the *House Contracts Guarantee Act 1987*, request the particulars of any building approval granted in the preceding 10 years and any current certificate, notice or report made under the *Building Act 1993* or *Building Regulations 2018* or the *Building Control Act 1981* or the *Victoria Building Regulations 1983* on the following property:

Property 2/56 Summit Road
Description: FRANKSTON 3199
Lot 2 PS 731718, CT-11609/958

PARTICULARS:

Assessment Number 199207

Building Permit Approval No.	Date Issued	Date Final Certificate Issued	Cert of Occ Number	Date Cert of Occ Issued	Brief Description of Works

Current Certificates, Notices or Reports made under the Building Control Act 1981 or Building Act 1993

No Building Permits issued in the previous ten (10) years
No Outstanding Notices or Orders

PLEASE NOTE:

1. Frankston City Council has prepared this Building Information Certificate with due care and diligence based on the information in its building records. Frankston City Council does not warrant the accuracy or completeness of the information in this Certificate and shall not bear any responsibility or liability whatsoever for any errors, faults, defects, or omissions in the information.
2. **Please ensure** your client is utilising the official property address as noted in the 'Property Description' section on this certificate. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199

PO Box 490, Frankston, 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 128428

Issue Date: 02-Dec-2025

Assessment no: 01992070

Property Owner (as recorded by Council): J L Shackles

Applicant's Name	Landata	Effective Date of Valuation	01-Jul-2025
		Prescribed Date of Valuation	01-Jan-2025
Applicant's Address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Site Value	\$360,000
		Capital Improved Value*	\$675,000
		Net Annual Value	\$33,750
		*This Council uses Capital Improved Value (CIV) for rating purposes	

Applicants Ref: 78976484-018-2:89031

Title Particulars:	Lot 2 PS 731718 CT-11609/958
Property Description	2/56 Summit Road, FRANKSTON 3199
AVPCC	120 - Single Strata Unit/Villa Unit/Townhouse

CURRENT RATES AND CHARGES LEVIED 1st July 2025 to 30th June 2026

CURRENT General Rates & Charges Emergency Services Volunteer Fund Waste Service Charge	CHARGES \$1,560.90 \$252.80 \$367.30	TOTAL LEVIED \$2,181.00
ARREARS General Rates & Charges Emergency Services Volunteer Fund Waste Service Charge	CHARGES \$0.00 \$0.00 \$0.00	SUB-TOTAL ARREARS \$0.00
Arrears Legal Costs/Charges		\$0.00
Legal Costs/Charges		\$0.00
Interest on Current Rates to:		\$0.00
Interest on Arrears of Rates to:		\$0.00
PAYMENTS RECEIVED		\$-1,091.00
PENSION REBATE		\$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		\$0.00
OTHER CHARGES (A separate update is required for any other charges)		\$0.00
Total Outstanding Any outstanding balance may be subject to interest and/or legal action, please contact this office prior to settlement. Payment due dates: Instalment 1 – 30/9/2025, Instalment 2 – 30/11/2025, Instalment 3 – 28/2/2026, Instalment 4 – 31/05/2026		\$1,090.00



BILLER CODE: 1966
REFERENCE NO: 01992070

Additional information overleaf

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199

PO Box 490, Frankston, 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 128428

Issue Date: 02-Dec-2025

ADDITIONAL INFORMATION

Shaun Snelson
Authorised Officer
Date: 02-Dec-2025

I acknowledge having received the sum of \$30.60 for this certificate.

Please note:

- a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information **given in writing**, i.e. a new certificate, not for information provided or confirmed verbally.
- b) Frankston City Council provides verbal updates to the **applicant only**.
- c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building & Planning permit history and use**. It is highly recommended to also obtain a **'Building Permit Particulars Form'** from Council & **'Planning Certificate'** from Council's Building & Planning Departments
- d) This certificate does not include information regarding Traffic Management Devices.
- e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
- f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
- g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
- h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

Local Government (General) Regulations 2020

Part 6 - LAND INFORMATION CERTIFICATE

Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

- (a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.
- (b) 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.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199

PO Box 490, Frankston, 3199

info@frankston.vic.gov.au



Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 128428

Issue Date: 02-Dec-2025

2D Conveyancing (trading as 2D
Conveyancing) C/- InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 2 LOT 2 56 SUMMIT ROAD
FRANKSTON 3199
2 PS 731718

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51L//10874/00104	LANDATA CER 78976484-030-4	02 DECEMBER 2025	50949644

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		\$176.08
Payments		\$176.08
TOTAL UNPAID BALANCE		\$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

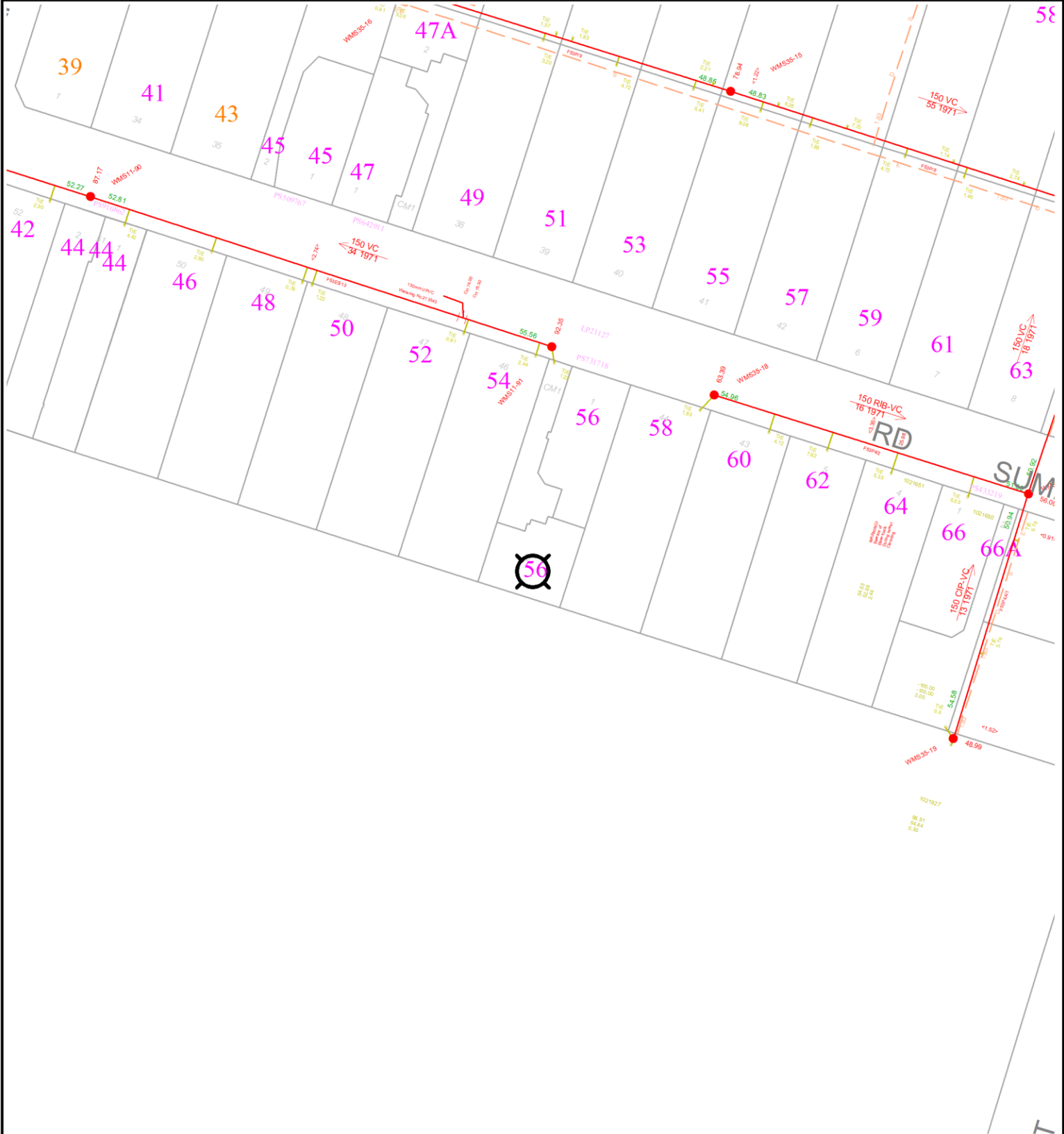
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



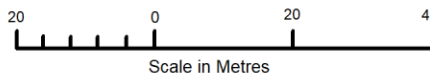
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

— Title/Road Boundary		Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	
Melbourne Water Assets				
● Maintenance Hole	— Sewer Main	— Underground Drain	— Natural Waterway	□ Underground Drain M.H.
	— Channel Drain			

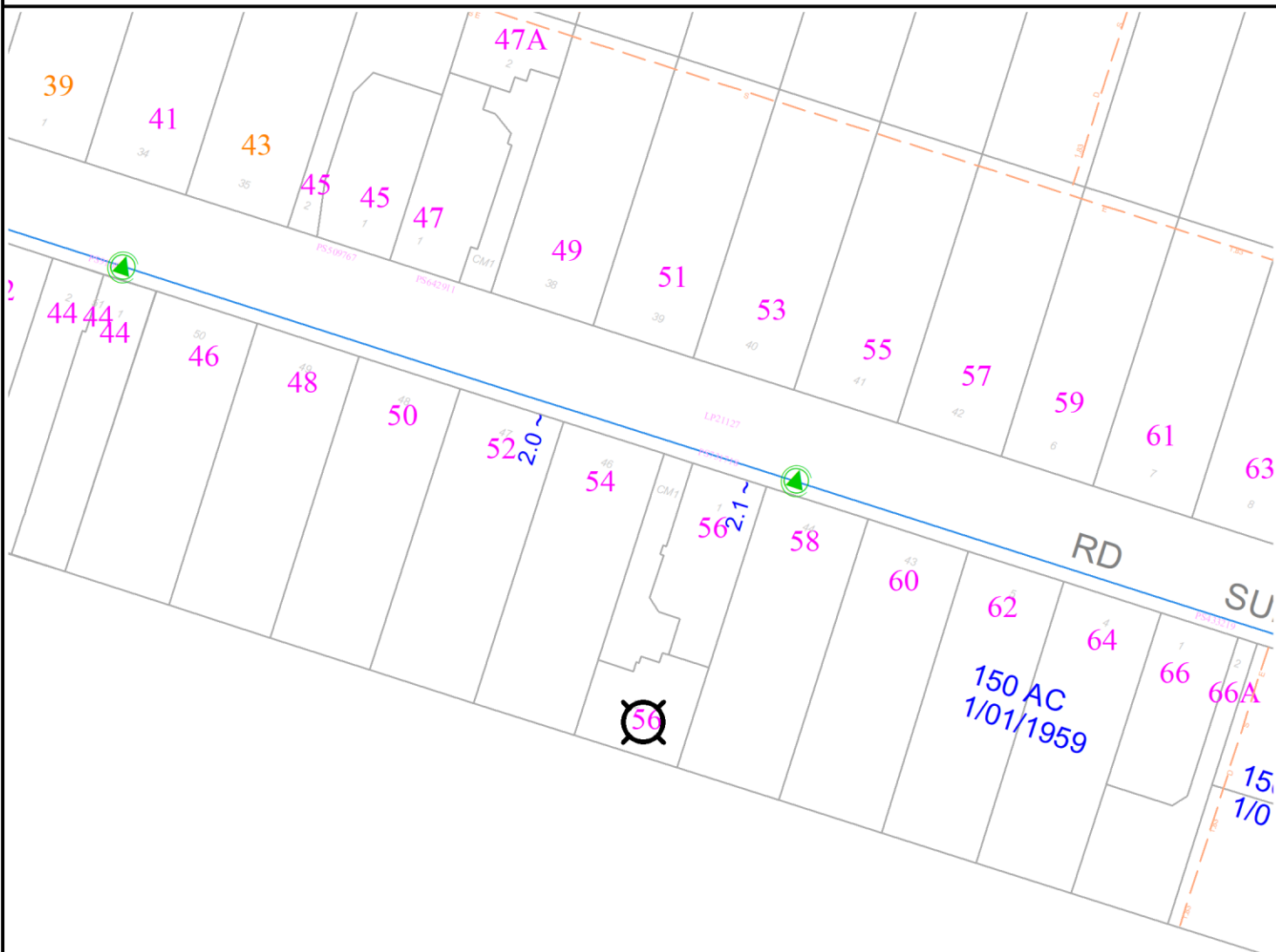


Property: Lot 2 UNIT 2 56 SUMMIT ROAD FRANKSTON 3199

Case Number: 50949644



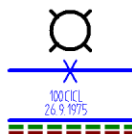
Date: 02DECEMBER2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

- Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
  Fireplug/Washout
 ~ 1.0 Offset from Boundary



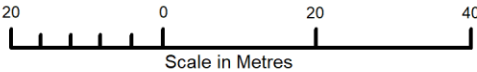
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

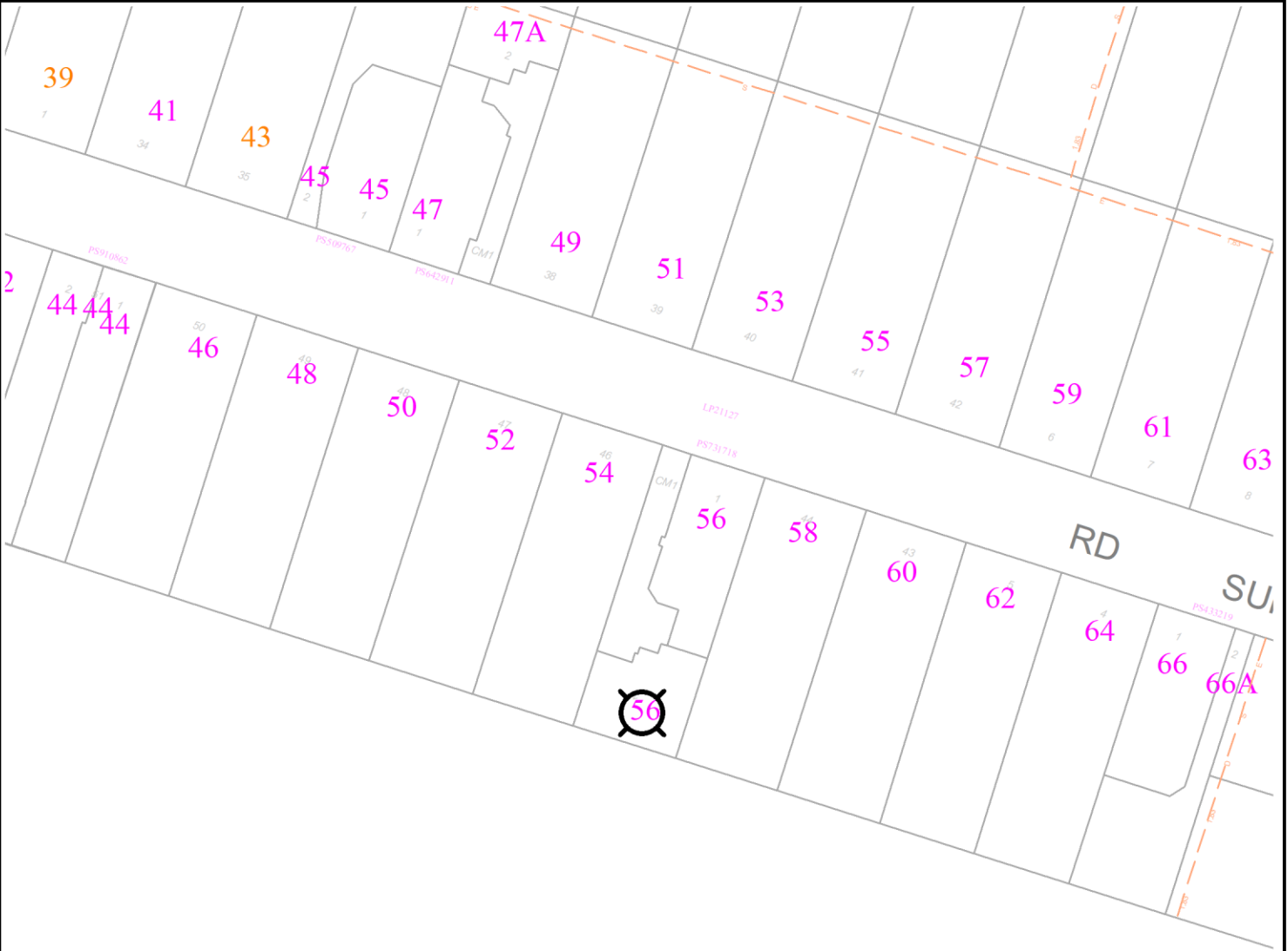
Property: Lot 2 UNIT 2 56 SUMMIT ROAD FRANKSTON 3199



Case Number: 50949644



Date: 02DECEMBER2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / 2D CONVEYANCING (TRADING AS 2D CONVEYANCING)

Your Reference:	DD:25:1514
Certificate No:	94480503
Issue Date:	02 DEC 2025
Enquiries:	ESYSPROD

Land Address: UNIT 2, 56 SUMMIT ROAD FRANKSTON VIC 3199					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
42478403	2	731718	11609	958	\$0.00

Vendor: JACQUELINE LISE SHACKLES
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
JACQUELINE LISE SHACKLES	2025	\$315,000	\$1,395.00	\$0.00

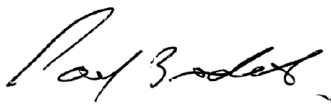
Comments: Land Tax of \$1,395.00 has been assessed for 2025, an amount of \$1,395.00 has been paid.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	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 (CIV):	\$590,000
SITE VALUE (SV):	\$315,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 94480503

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,395.00

Taxable Value = \$315,000

Calculated as \$1,350 plus (\$315,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,900.00

Taxable Value = \$590,000

Calculated as \$590,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94480503

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: 94480503

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 / 2D CONVEYANCING (TRADING AS 2D CONVEYANCING)

Your Reference: DD:25:1514

Certificate No: 94480503

Issue Date: 02 DEC 2025

Enquires: ESYSPROD

Land Address: UNIT 2, 56 SUMMIT ROAD FRANKSTON VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42478403	2	731718	11609	958	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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: \$590,000

SITE VALUE: \$315,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94480503

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 / 2D CONVEYANCING (TRADING AS 2D CONVEYANCING)

Your Reference:	DD:25:1514
Certificate No:	94480503
Issue Date:	02 DEC 2025

Land Address:	UNIT 2, 56 SUMMIT ROAD FRANKSTON VIC 3199				
Lot	Plan	Volume	Folio		
2	731718	11609	958		
Vendor:	JACQUELINE LISE SHACKLES				
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: 94480503

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: 94480506 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: 94480506 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.
--	---	--



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

2D Conveyancing (trading as 2D Conveyancing) C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 361011

NO PROPOSALS. As at the 2th December 2025, 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 2, 56 SUMMIT ROAD, FRANKSTON 3199
CITY OF FRANKSTON

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

Date of issue: 2th December 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78976484 - 78976484164215 '361011'

OBrien Bayside Group Pty Ltd t/as
OBrien Real Estate Seaford
112 Nepean Hwy,
Seaford, VIC 3198

P: 03 9785 3888
ABN: 79 943 908 246



Residential Rental Agreement

for

2/56 Summit Rd, Frankston South VIC 3199

This agreement is between **Jacqueline Shackles**
and **Tanya Daly, Flynn Daly**.

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

Thu 05/09/2024

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

2/56 Summit Rd, Frankston South VICPostcode 3199

3. Rental provider details

Full name or company name of rental provider	Jacqueline Shackles
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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford
Address	112 Nepean Hwy, Seaford, VICPostcode 3198
Phone number	03 9785 3888
ACN (if applicable)	128 739 588 ABN 79 943 908 246
Email address	

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)	2607.00
To be paid per	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	14th day of each month
Date first rent payment due	Sat 14/09/2024

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(\$)	2607
Date bond payment due	Sat 14/09/2024

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)

DEFT Biller Code 4481
BPAY REF: 50345073

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 obrienseaford@email.propertyme.com
☐ 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 Tanya Daly: tanyadaly73@gmail.com
☐ No

Renter 2 ☒ Yes Flynn Daly: flynndaly01@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

After Hours Message Service

Emergency phone number

03 9785 3888

Emergency email address

1@DONOTEMAIL.com

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☐ The condition report has been provided

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

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.

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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford in writing.

64. Urgent Repairs

The Renter acknowledges that OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford during business

hours or after hours information service on 03 9785 3888 or OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford may impose reasonable conditions. It is not unreasonable for the Rental Provider or OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 provided 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford;
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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford. 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford but such notice shall only become effective on receipt by the Rental Provider or OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford.

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.

1. Renter Transfer Fee

In the event that the Renter wishes to add or transfer a portion of this lease agreement to another party, the Renter shall notify the Agency in writing at least 28 days prior to the proposed date of the transfer. The Rental Provider reserves the right to approve or deny the proposed transfer, with such approval not to be unreasonably withheld.

Prior to the approval of the transfer, the Renter shall be responsible for a one-time transfer fee of \$220.00 incl GST payable to the Agent. This fee is intended to cover the administrative costs associated with processing the lease transfer and is non-refundable.

The Transferee shall undergo the standard tenant screening process, and the Rental Provider retains the right to deny the transfer based on the Transferee's failure to meet the same eligibility criteria required for the original Renter.

The Renter remains jointly and severally liable for the lease obligations until the lease transfer is approved, and the Transferee becomes the sole/joint responsible party for the remainder of the lease term.

This Renter Transfer Fee is in addition to any other fees or costs outlined in this lease agreement. The Rental Provider reserves the right to amend this fee with written notice to the Renter.

Renter Acknowledgement

1. Tanya Daly viewed and acknowledged at Wed, 04/09/2024 15:34 from device: iOS 17.6.1 iPhone Mobile Safari 17.6
2. Flynn Daly viewed and acknowledged at Wed, 04/09/2024 21:55 from device: iOS 17.6.1 iPhone Mobile Safari 17.6

2. Anti tamper Information

As part of our commitment to ensuring the safety and well-being of all occupants within our rental properties, we would like to remind you of your responsibilities as a Renter relating to smoke alarms.

1. Deactivation or Removal of Smoke Alarms:

Renters & Rooming House Residents **must not** deactivate, or remove a smoke alarm, or interfere with its operation in any way. If a Renter, Resident or their Visitor does this, it is a breach of duty and a Rental Provider may give the Renter or Resident a *Notice to Vacate*.

2. Reporting Faulty or Non-Functioning Smoke Alarms:

It is very important that you promptly notify the Property Manager if you observe any faults or issues with the smoke alarm within your premises. Reporting issues early allows for prompt maintenance and ensures the ongoing effectiveness of the smoke alarm system.

3. Leaving Batteries in Smoke Alarm When Moving Out:

When moving out of the premises, Renters are expected to leave the batteries in the smoke alarm. This ensures that the smoke alarm remains operational for the next occupants and upholds the safety standards of the property.

We appreciate your cooperation in adhering to these guidelines, as they are imperative to helping us keep you safe in your rental property.

Renter Acknowledgement

1. Tanya Daly viewed and acknowledged at Wed, 04/09/2024 15:34 from device: iOS 17.6.1 iPhone Mobile Safari 17.6
2. Flynn Daly viewed and acknowledged at Wed, 04/09/2024 21:55 from device: iOS 17.6.1 iPhone Mobile Safari 17.6

3. Pet Acknowledgement

The renter/s acknowledge that Pet Request Forms have been completed and provided as part of the application process for all current pets. A separate Pet Request Form under Section 71B of the Residential Tenancies Act 1997 must be provided for any additional/future pets.

The renter/s acknowledge the following if they have a pet at the property:

- The pet is to remain outside at all times, except where not permitted by council or with written approval by the Residential Rental Provider.
- The pet must be registered in accordance to the appropriate local laws; and the microchip number and registered number must be provided in writing to the Agent.
- Should the pet be deemed a nuisance, all reasonable steps will be taken to rectify the problem. Should a suitable solution not be reached the Residential Rental Provider reserves the right to request the pet be relocated.
- The Residential Rental Provider reserves the right to withdraw permission for the pet to be kept at the premises in the event of any justified complaints or in the event of non-compliance with the above conditions.
- At the end of the tenancy the carpets will be professionally steam cleaned and deodorised and a receipt presented to the agent.
- The pet causes no disturbance to the occupants of neighbouring properties.
- The Renter(s) agrees to repair any and all damages caused by the pet to the rental premises including the grounds and associated vegetation; fences, screens, flooring and doors etc., the matters will be rectified immediately at the Renter(s) expense.
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of the same, must be supplied to the Managing Agent upon request.
- This clause is to be read in conjunction with Clause 30 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the pet to be kept on the rental premises by the Rental Provider(s)

Renter Acknowledgement

1. Tanya Daly viewed and acknowledged at Wed, 04/09/2024 15:35 from device: iOS 17.6.1 iPhone Mobile Safari 17.6
2. Flynn Daly viewed and acknowledged at Wed, 04/09/2024 21:55 from device: iOS 17.6.1 iPhone Mobile Safari 17.6

4. Gardening Clause - Renter

The garden areas of the rented premises shall be presented in a clean and tidy manner at all times.

The renters hereby agree to take full responsibility, at their own expense, for the maintenance of the lawn and all garden areas, including the nature strip.

This includes;

- Mowing and edging of all lawns
- Weeding of garden beds, sweeping of driveways and paths, and removal of fallen leaves.
- Adequate watering of all plants and grassed areas.

If in the opinion of the rental provider/agent, the garden areas are not maintained to a good standard, the rental provider/agent may provide fourteen (14) days written notice to the renter, to rectify the breach.

Failure to rectify the breach may result in the rental provider/agent engaging a gardener to carry out the necessary garden maintenance and the cost shall be borne by the renter/s.

Renter Acknowledgement

1. *Tanya Daly viewed and acknowledged at Wed, 04/09/2024 15:35 from device: iOS 17.6.1 iPhone Mobile Safari 17.6*
2. *Flynn Daly viewed and acknowledged at Wed, 04/09/2024 21:55 from device: iOS 17.6.1 iPhone Mobile Safari 17.6*

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 the premises is part of 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

Do you have any intention of selling the property or is the property currently on the market, in the process of being sold or subject to repossession proceedings by a mortgagee?

If yes, please provide details below.

☐ Yes ☒ No

Comments

Homicide

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

☐ Yes ☒ No

Comments

Drug Contamination

Is the property 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 property 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 property 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

Safety Check Recommendations

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

☐ Yes ☒ No

Comments

Asbestos

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

☐ Yes ☒ No

Comments

Building/Planning Permit

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

☐ Yes ☒ No

Comments

Building Work Dispute

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

☐ Yes ☒ No

Comments

OC Dispute

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

☐ Yes ☒ No

Comments

Building Defects/Safety Concerns

Are the rented premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?

If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

Heritage Register

Are the premises considered a registered place?

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

☐ Yes ☒ No

Comments

Minimum Standards

Does 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 no, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

Renter Acknowledgement

1. Tanya Daly viewed and acknowledged at Wed, 04/09/2024 15:37 from device: iOS 17.6.1 iPhone Mobile Safari 17.6
2. Flynn Daly viewed and acknowledged at Wed, 04/09/2024 21:55 from device: iOS 17.6.1 iPhone Mobile Safari 17.6

Privacy Collection Notice

As professional property managers **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9785 3888

Primary Purpose

As professional property managers, **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** privacy policy can be viewed without charge on the **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** website; or contact your local **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** office and we will send or email you a free copy.

Disclaimer

OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Seaford 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 Bayside Group Pty Ltd t/as OBrien Real Estate Seaford** 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 : **Jacqueline Shackles**



Signed at Thu, 05/09/2024 10:15 , from device: iOS 17.6.1 iPhone Mobile Safari 17.6

Renter(s)

Renter 1: **Tanya Daly**



Signed at Wed, 04/09/2024 15:38 , from device: iOS 17.6.1 iPhone Mobile Safari 17.6

Renter 2: **Flynn Daly**



Signed at Wed, 04/09/2024 21:56 , from device: iOS 17.6.1 iPhone Mobile Safari 17.6

AUDIT TRAIL

Tanya Daly (Renter)

Wed, 04/09/2024 15:20 - Tanya Daly clicked 'start' button to view the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 172.226.146.16)

Wed, 04/09/2024 15:38 - Tanya Daly stamped saved signature the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 172.226.146.16)

Wed, 04/09/2024 21:52 - Tanya Daly clicked 'start' button to view the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 104.28.90.38)

Wed, 04/09/2024 21:53 - Tanya Daly submitted the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 104.28.90.38)

Flynn Daly (Renter)

Wed, 04/09/2024 21:54 - Flynn Daly clicked 'start' button to view the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 175.36.213.194)

Wed, 04/09/2024 21:56 - Flynn Daly stamped saved signature the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 175.36.213.194)

Wed, 04/09/2024 21:56 - Flynn Daly submitted the Residential Rental Agreement (iOS 17.6.1 iPhone Mobile Safari 17.6, IP: 175.36.213.194)

Jacqueline Shackles (Rental Provider)

Thu, 05/09/2024 10:05 - Jacqueline Shackles clicked 'start' button to view the Residential Rental Agreement

Thu, 05/09/2024 10:15 - Jacqueline Shackles stamped saved signature the Residential Rental Agreement

Thu, 05/09/2024 10:16 - Jacqueline Shackles submitted the Residential Rental Agreement

AGREEMENT END
