

Calder Conveyancing Pty Ltd

CONTRACT OF SALE

Vendor:
Vincent Sainato and
Melissa Immacolata Zois as
Executors of the Estate of
Lavinia Concetta Sainato

Property:
Unit 4, 5 Landale Avenue,
CROYDON

This firm holds Professional Indemnity Insurance against Civil Liability

Waters Edge Business Centre
Level 1, 2-8 Lake Street, Caroline Springs Vic 3023
P.O. Box 3742, Caroline Springs Vic 3023
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Associate Member of the
Australian Institute of Conveyancers (Vic Division)

Director: Vanessa A. Orah, a person holding a full licence
under the Conveyancers Act 2006. Licence No. 000405L

Calder Conveyancing Pty Ltd, a Company holding a full licence
under the Conveyancers Act 2006. Licence No. 000957L



Rules of Conduct of an Auction

1. The property shall be offered for sale by auction.
2. Subject to the vendor's reserve price the highest bidder whose bid is accepted by the vendor shall be the purchaser.
3. The auctioneer shall determine the amount by which the bidding shall be advanced.
4. No bid, once made, shall be retracted.
5. If any dispute arises concerning the bidding, the auctioneer shall determine the dispute or re-submit the property at the last undisputed bid.
6. The auctioneer shall not be obliged to refer any bid to the vendor prior to selling the property.
7. The vendor reserves the following rights:
 - To bid by the auctioneer.
 - To refuse any bid.
 - To withdraw the property from sale at any time without necessarily declaring the reserve price.
8. The purchaser to whom the property is sold shall immediately sign the Contract of Sale and pay the deposit to the estate agent.
9. Sales at auction are not subject to a "cooling off" period.
10. In the event that the property is not sold, the auctioneer may grant the highest bidder the first right of refusal at the reserve price.
11. The property is offered for sale on the terms and conditions as shown in the Contract of Sale as displayed and available for inspection prior to the auction or as amended by the vendor.
12. The estate agent will not be obligated to follow any purchaser's request as to any disclosure of the auction result of sale price.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 1

SCHEDULE 1

Sch. 1

[Regulations 5, 6 and 7](#)

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

*1. No bids may be made on behalf of the vendor of the land.

OR

*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

[*One of these alternatives must be deleted]

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

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 2

SCHEDULE 2

Sch. 2

[Regulations 5, 6 and 7](#)

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.

One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for the other vendor.

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 vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 3

SCHEDULE 3

Sch. 3

[Regulations 5, 6 and 7](#)

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.

One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for a vendor not bidding to purchase the property.

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 vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 4

SCHEDULE 4

Sch. 4

[Regulations 5, 6 and 7](#)

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.

Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

The auctioneer cannot make a bid at this 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 vendors at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5

SCHEDULE 5

Sch. 5

[Regulation 6](#)

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of vendor

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

Bidding by co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

Sch. 5

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

Questions

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

Sch. 5

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

It is an offence to disrupt an auction

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

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

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

What law applies

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

Sch. 5

Contract of Sale of Land

Property: Unit 4, 5 Landale Avenue CROYDON VIC 3136

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962* (Vic))

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014* (Vic).

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Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of sale of land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* (Vic).

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS A COMPANY (Purchaser)

EXECUTED by

ABN

in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual **Vincent Sainato**

.....
Signature of individual

State nature of authority (if applicable): Executor of the Estate of Lavinia Concetta Sainato

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual **Melissa Immacolata Zois**

.....
Signature of individual

State nature of authority (if applicable): Executor of the Estate of Lavinia Concetta Sainato

WHERE SIGNATORY IS A COMPANY: (Vendor)

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

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Particulars of sale

Vendor's estate agent

Name: **O'Brien Real Estate**

Address: 98 South Parade BLACKBURN VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 0411 061 796 Ref: Anthony Molinaro

Vendor

Name: Vincent Sainato and Melissa Immacolata Zois

Vendor's legal practitioner or conveyancer

Name: **Calder Conveyancing Pty Ltd**

Address: Waters Edge Business Centre: Level 1, 2-8 Lake Street, (P.O. Box 3742) Caroline Springs Vic 3023

Email: admin@calderconveyancing.com.au

Tel: 03 8390 6580 Ref: 9670

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume 09410	Folio 394	4	015893
Volume	Folio		

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement.

The land includes all improvements and fixtures.

Property address

The address of the land is: **Unit 4, 5 Landale Avenue CROYDON VIC 3136**

Goods sold with the land (general condition 6.3(f))

All fixtures and fittings of a permanent nature. (List or attach Schedule)

Payment

Price \$.....

Deposit \$..... Payment due...../...../.....(of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 and 26.2)

is due on / /20.....

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☒ a periodic tenancy determinable by notice

~~**Terms contract** (general condition 30)~~

☐ ~~This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 (Vic) if the box is checked. (Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)~~

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: \$ Approval date: / /20.....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not –
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 1.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser 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.

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 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.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
 - (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

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

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –
- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax 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.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite –
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –

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

27.4 Any document properly sent by –

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

- (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* (Vic); and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

NOTICE TO PURCHASER
GST Withholding Notice

Property: Unit 4, 5 Landale Avenue
CROYDON VIC 3136

Vendor: Vincent Sainato and Melissa Immacolata Zois as Executors of the
Estate of Lavinia Concetta Sainato

1. The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.
-

Special Conditions

1 Rescheduling and Fee

If settlement does not occur on the due date by reason of request by or fault of the purchaser or their mortgagee, and is therefore in default, the purchaser agrees to pay a rescheduling fee of \$220.00 at settlement for each rescheduled settlement.

2 Swimming Pool/Spa

In the event the property includes a swimming pool/spa, the Purchaser hereby acknowledges by the signing of this Contract that the swimming pool/spa located on the property may not have fencing or security that complies with all current legislative requirements. The purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

**Vendors Statement to the Purchaser of Real Estate
Pursuant to Section 32 of the Sale of Land Act ("the Act")**

Vendor: Vincent Sainato and Melissa Immacolata Zois as Executors of the Estate of Lavinia Concetta Sainato

Property: **Unit 4, 5 Landale Avenue, CROYDON**

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- (a) are contained in the attached certificate/s.
are as follows :

<u>Authority</u>	<u>Amount</u>	<u>Interest</u>
1. Maroondah City Council		
2. Yarra Valley Water		
3. MBCM Strata Specialists		
4.		

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- a. Their total does not exceed **\$4,500.00**
- b. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: None to the knowledge of the vendor

2. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

*No such Building permit has been granted to the Vendor's knowledge

3. Insurance details in respect of the land

- (a) if the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

Not Applicable – Refer to General Condition 24.1 of the Contract of Sale.

- (b) if there is a residence on the land which was constructed within the preceding 6 years and section 137B of the ***Building Act 1993*** applies to the residence:

*No such insurance has been effected.

4. Matters relating to land use

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground 3 and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

- (a) Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

Description: As set out in copy of title documents annexed hereto.

- (b) This land **is not** within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993*
- (c) There **is** access to the property by road.
- (d) in the case of land to which a planning scheme applies a statement specifying—
- (i) name of the planning scheme: **Maroondah City Council Planning Scheme**
- (ii) name of the responsible authority: **Maroondah City Council**
- (iii) zoning of the land: See attached.
- (iv) name of any planning overlay affecting the land: See attached.

Are contained in the attached certificate/s.

5. Notices made in respect of land

Unless contained in the attached certificate/s and/or statement/s, the Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

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

Is as follows: None to the knowledge of the vendor.

- (b) whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

Is as follows:

None to the knowledge of the vendor.

- (c) particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

Is as follows: None to the knowledge of the vendor.

6. Information relating to any owners corporation

The land **is** affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

(a) unless paragraph (b) below applies—

(i) either—

(A) specify the information prescribed for the purposes of section 151(4)(a) of the ***Owners Corporations Act 2006*** relating to the owners corporation; **or**

(B) (i) attach a copy of the current owners corporation certificate issued in respect of the land under section 151 of the ***Owners Corporations Act 2006***; **and**

(ii) attach a copy of the documents specified in section 151(4)(b)(i) and (iii) of the ***Owners Corporations Act 2006*** that are required to accompany an owners corporation certificate under that Act; **or**

(b) if the owners corporation is inactive, specify the owners corporation is inactive:

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

7.1 Growth areas infrastructure contribution

None to the knowledge of the vendor.

8. Disclosure of Services –

Refer to General Condition 8 (Services) of the Contract of Sale

SERVICES

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

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

9. Evidence of title

Attached are copies of the following document/s concerning Title:

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

10. Due Diligence Checklist

The Purchaser/s acknowledges having received a Due Diligence Checklist "Prior" to signing the Vendors Statement.

The day of this Statement is theday of20.....

Signed by the Vendor.....

Vincent Sainato and Melissa Immacolata Zois as Executors of the Estate of Lavinia Concetta Sainato

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

The day of this Acknowledgement is theday of.....20.....

Signed by the Purchaser.....

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 09410 FOLIO 394

Security no : 124129854081N
Produced 12/11/2025 06:55 PM

LAND DESCRIPTION

Lot 4 on Registered Plan of Strata Subdivision 015893.
PARENT TITLE Volume 08812 Folio 547

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

MELISSA IMMACOLATA ZOIS of 1A RAVEN STREET DONCASTER EAST VIC 3109
VINCENT SAINATO of 32 MCINTOSH STREET SUNSHINE VIC 3020 Executor(s) of
LAVINIA CONCETTA SAINATO deceased
AZ142702J 13/05/2025

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP015893 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 4 5 LANDALE AVENUE CROYDON VIC 3136

ADMINISTRATIVE NOTICES

NIL

eCT Control 19995P HUTCHINSON LEGAL
Effective from 13/05/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP015893

DOCUMENT END



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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Status	Registered	Dealing Number	AZ142702J
Date and Time Lodged	13/05/2025 02:20:17 PM		

Lodger Details

Lodger Code	19995P
Name	HUTCHINSON LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	Sainato & Zois 54575

TRANSMISSION APPLICATION

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest held by deceased

FEE SIMPLE

Land Title Reference

9410/394

Deceased Registered Proprietor

Given Name(s)	LAVINIA CONCETTA
Family Name	SAINATO

Applicant

Given Name(s)	MELISSA IMMACOLATA
Family Name	ZOIS
Address	
Street Number	1a
Street Name	RAVEN
Street Type	STREET
Locality	DONCASTER EAST
State	VIC
Postcode	3109



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Capacity	EXECUTOR
Given Name(s)	VINCENT
Family Name	SAINATO
Address	
Street Number	32
Street Name	MCINTOSH
Street Type	STREET
Locality	SUNSHINE
State	VIC
Postcode	3020
Capacity	EXECUTOR

The applicant as personal representative applies to be registered as proprietor of the estate and/or interest in the land specified of the deceased.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	MELISSA IMMACOLATA ZOIS VINCENT SAINATO
Signer Name	ANGELA MARGARET GIBSON
Signer Organisation	HUTCHINSON LEGAL PTY LTD
Signer Role	LAW PRACTICE
Execution Date	13 MAY 2025

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

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	Plan
Document Identification	RP015893
Number of Pages (excluding this cover sheet)	2
Document Assembled	12/11/2025 18:55

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PLAN OF STRATA SUBDIVISION		EDITION 1	RP015893		
LOCATION OF LAND PARISH: WARRANDYTE TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 47 (PT) CROWN PORTION: - TITLE REFERENCE: VOL. 8812 FOL. 547 LAST PLAN REFERENCE: LOT 19 ON LP15558 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 5 LANDALE AVENUE CROYDON 3136		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT SURVEYOR'S CERTIFICATE Surveyor: GRAEME EDWARDS Certification Date: 30/06/1980 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF CROYDON on 15/12/1980 REGISTERED DATE: 11/03/1981 PLAN UPDATED BY REGISTRAR IN AN661031Q 17/06/2025			
DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
MEASUREMENTS ARE IN METRES					SHEET 1 OF 2

PLAN OF STRATA SUBDIVISION

RP015893

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 5 IS A SINGLE STOREY BUILDING.

THE LOWER BOUNDARY OF LOTS 1 TO 5 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.

THE UPPER BOUNDARY OF THESE LOTS IS EIGHT METRES ABOVE THAT PART OF THE SITE.

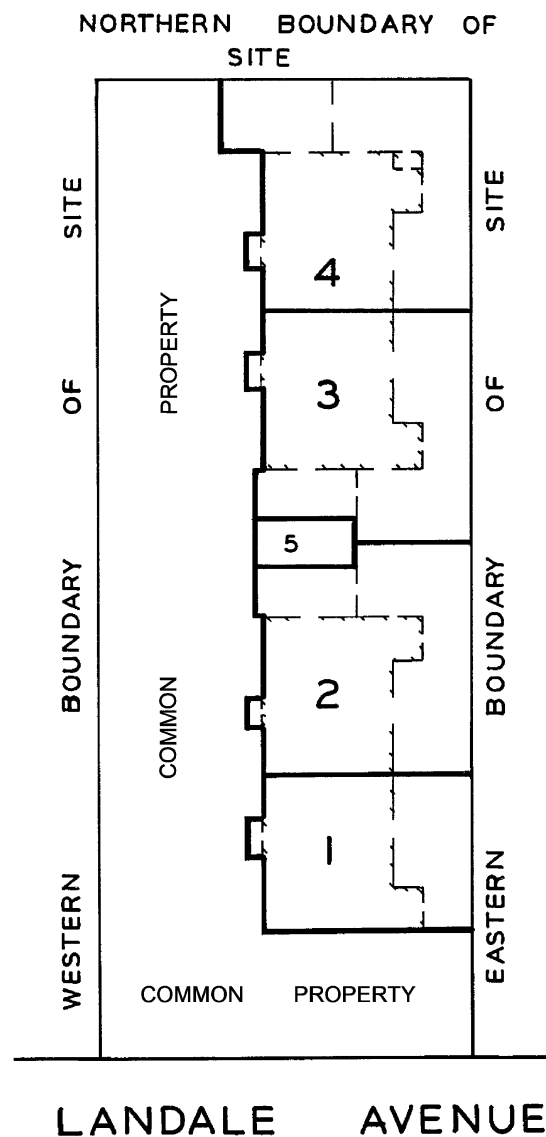
LOT 5 IS AN ACCESSORY LOT.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP015893

The land in RP015893 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MBCM STRATA SPECIALISTS BAYSWATER SUITE 15 NEW STREET RINGWOOD VIC 3134

AY171947V 05/07/2024

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	48	48
Lot 2	50	50
Lot 3	50	50
Lot 4	50	50
Lot 5	2	2
Total	200.00	200.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 12/11/2025 06:55:35 PM

OWNERS CORPORATION
PLAN NO. RP015893

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

Statement End.

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 21 November 2025 03:33 PM

PROPERTY DETAILS

Address: **4/5 LANDALE AVENUE CROYDON 3136**
Lot and Plan Number: **Lot 4 RP15893**
Standard Parcel Identifier (SPI): **4\RP15893**
Local Government Area (Council): **MAROONDAH**
Council Property Number: **203757**
Planning Scheme: **Maroondah**
Directory Reference: **Melway 51 A4**

www.maroondah.vic.gov.au

[Planning Scheme - Maroondah](#)

UTILITIES

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

STATE ELECTORATES

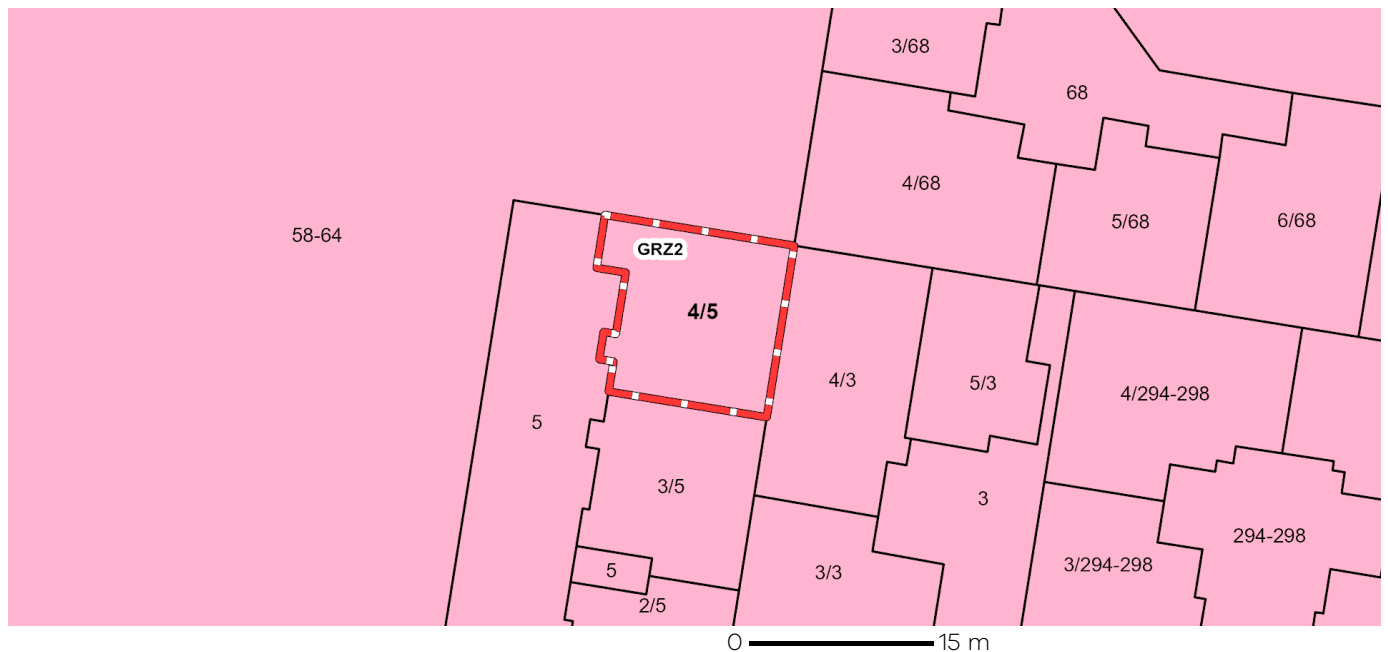
Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **CROYDON**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



GRZ - General Residential

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

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

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

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

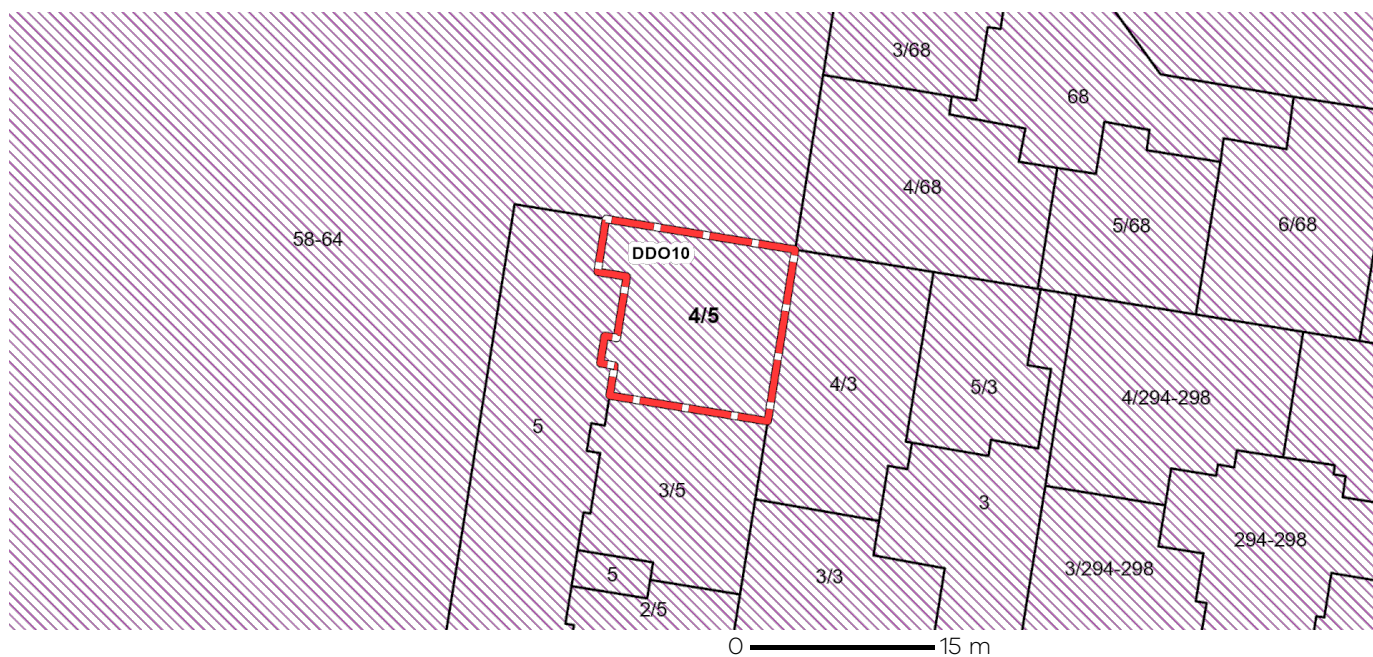
PLANNING PROPERTY REPORT: 4/5 LANDALE AVENUE CROYDON 3136

Page 1 of 4

Planning Overlays

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 \(DDO10\)](#)

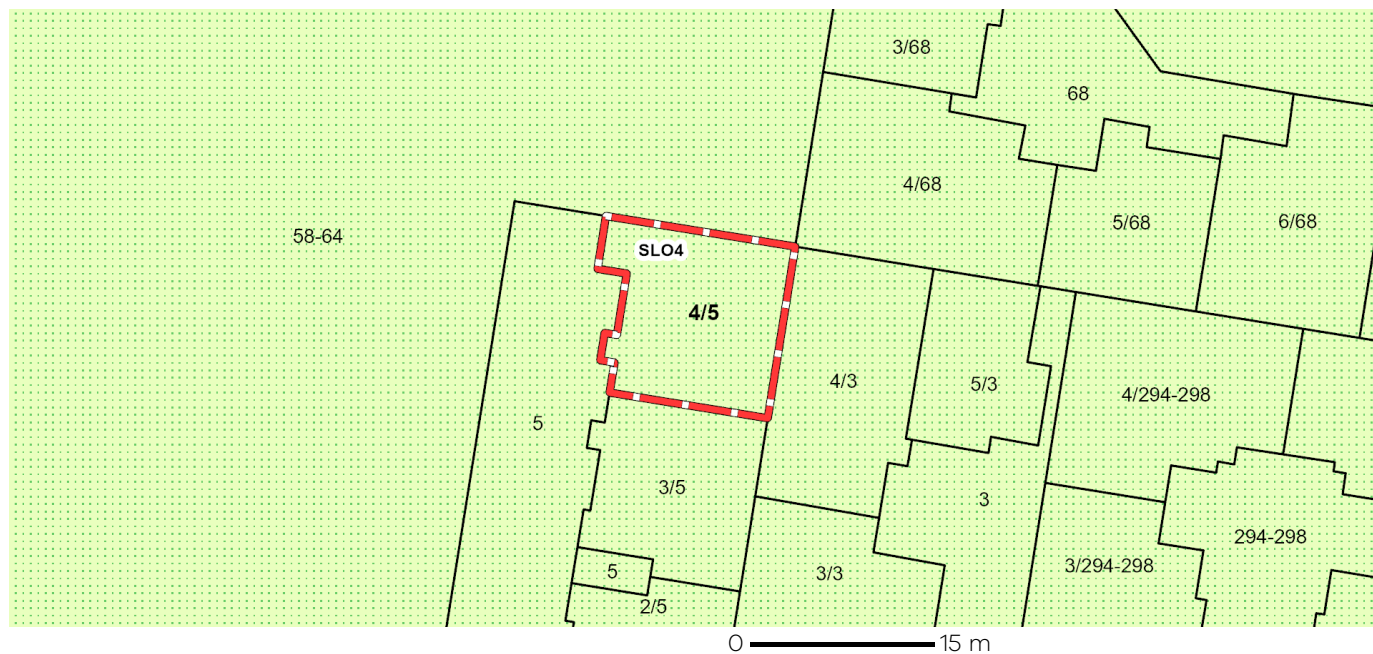


 **DDO - Design and Development Overlay**

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

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

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4 \(SLO4\)](#)



 **SLO - Significant Landscape Overlay**

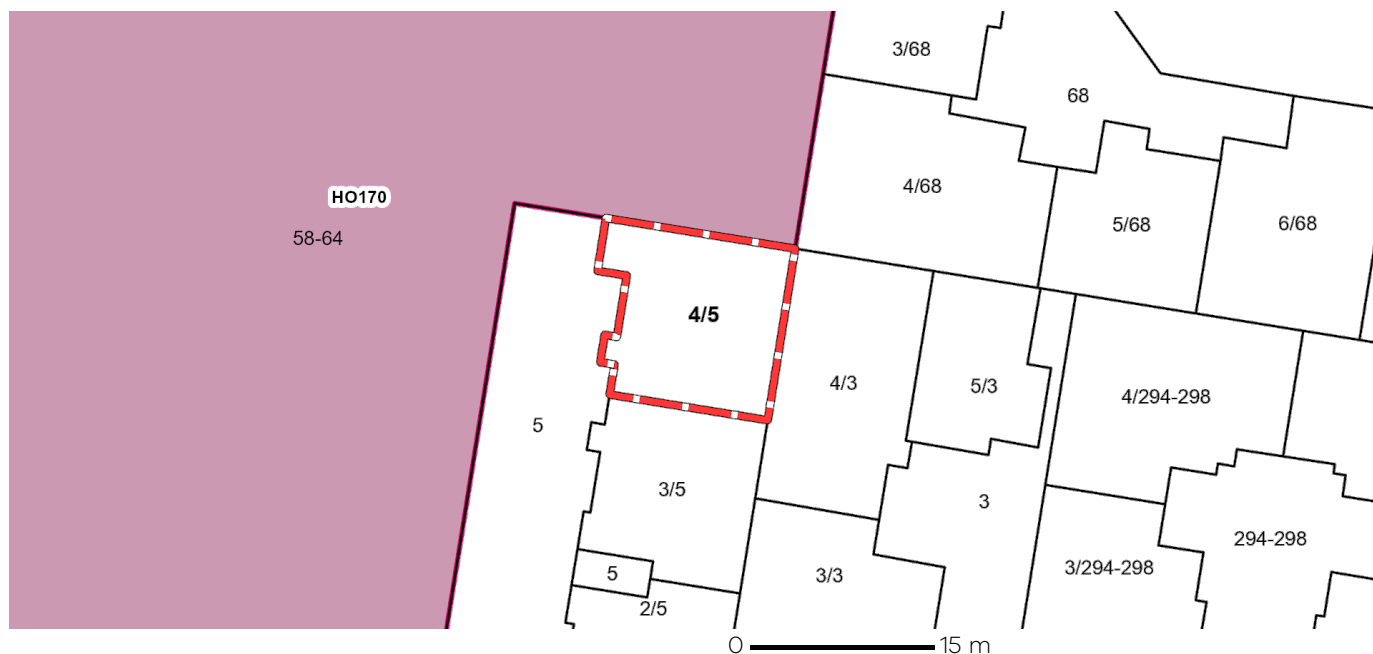
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



HO - Heritage Overlay

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

Further Planning Information

Planning scheme data last updated on 14 November 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 Bushfire Prone Areas

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

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

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

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

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

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)



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Calder Conveyancing Pty Ltd
C/O LANDATA Online Services
DOCKLANDS 3008

Client Reference: 9670 Sainato and Zois

NO PROPOSALS. As at the 12th November 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 4 5 LANDALE AVENUE, CROYDON 3136
CITY OF MAROONDAH

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: 12th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78752867 - 78752867185223 '9670 Sainato and Zois'

LAND INFORMATION CERTIFICATE

Local Government (General) Regulations 2015
Section 229 Local Government Act 1989



SERV
DX250639
Melbourne

Certificate No: 101042
Applicant Ref: 78752867-018-1:87275
Date: 13 November 2025

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**, the **Emergency Services and Volunteers Fund Act 2012** or under a Local Law of the Council.

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

This certificate is current at the time of printing however is subject to change at any time due to supplementary rates, alteration to charges, interest or legal costs being incurred. Council will only be held responsible for information provided in writing, not information provided or confirmed verbally. The validity of this Certificate is 90 days during which time Council will assist in providing up to date financial information as requested.

SUNDRY INFORMATION

General Rates, Charges & Emergency Services and Volunteers Fund: In full payments must be paid by 15 February in the year ending 30 June 2026 unless paying by instalments. Instalment due dates are 30 September, 30 November, 28 February, and 31 May of the current financial year. Any payment received at this office after the applicable due date will incur penalty interest and may result in legal action being taken for the recovery of unpaid rates. A person who becomes the owner of the land will be liable for any outstanding rates and charges whether current or in arrears including interest on late payments.

PROPERTY INFORMATION

Assessment number: 122197

Property Location: 4/5 Landale Avenue
Croydon VIC 3136
Lot 4 RP 15893

Title Details: CT-9410/394

AVPCC/Land Use: 120 - Single Unit/Villa Unit/Townhouse

Valuations

Site Value: \$330,000
Capital Improved Value: \$500,000
Nett Annual Value: \$25,000
Relevant Date: 1st January 2025

ADDITIONAL INFORMATION**Contact us**

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

**RE: 4/5 Landale Avenue
Croydon VIC 3136**

Certificate No:

101042

FINANCIAL INFORMATION

Assessment No:	1221977		
<u>RATES & CHARGES</u>	<u>LEVIED</u>	<u>REBATES</u>	<u>BALANCE</u>
Arrears			0.00
General Rate	974.30	0.00	974.30
Waste Service Charge	465.00	0.00	465.00
State Government Fire Levy MFB	0.00	0.00	0.00
State Government ESVF Levy	222.50	0.00	222.50
Municipal Charge	0.00	0.00	0.00
Legal Costs	0.00	0.00	0.00
Copy Notice/Administration fee	0.00		0.00
Interest - Current			0.00
Interest - Arrears			0.00
Legal/Other Costs - Current			0.00
Legal/Other Costs - Arrears			0.00
Refund			0.00
Less Payments			-416.80
Less Overpayments			0.00
<u>ASSESSMENT TOTAL</u>			<u>\$1,245.00</u>

TOTAL BALANCE

\$1,245.00

BPAY Payment Details

Biller Code: 118992

Reference Number:0012219770

Please ensure a **Notice of Acquisition**
is sent directly to Council at:
maroondah@maroondah.vic.gov.au

POTENTIAL LIABILITIES

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

Revenue Services
Maroondah City Council

Contact us

Phone 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

ABN 98 606 522 719

12th November 2025

Calder Conveyancing Pty Ltd C/- LANDATA
LANDATA

Dear Calder Conveyancing Pty Ltd C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	4/5 LANDALE AVENUE CROYDON 3136
Applicant	Calder Conveyancing Pty Ltd C/- LANDATA LANDATA
Information Statement	30990116
Conveyancing Account Number	7959580000
Your Reference	9670 Sainato and Zois

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	4/5 LANDALE AVENUE CROYDON 3136
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

Melbourne Water Property Information Statement

Property Address	4/5 LANDALE AVENUE CROYDON 3136
------------------	---------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

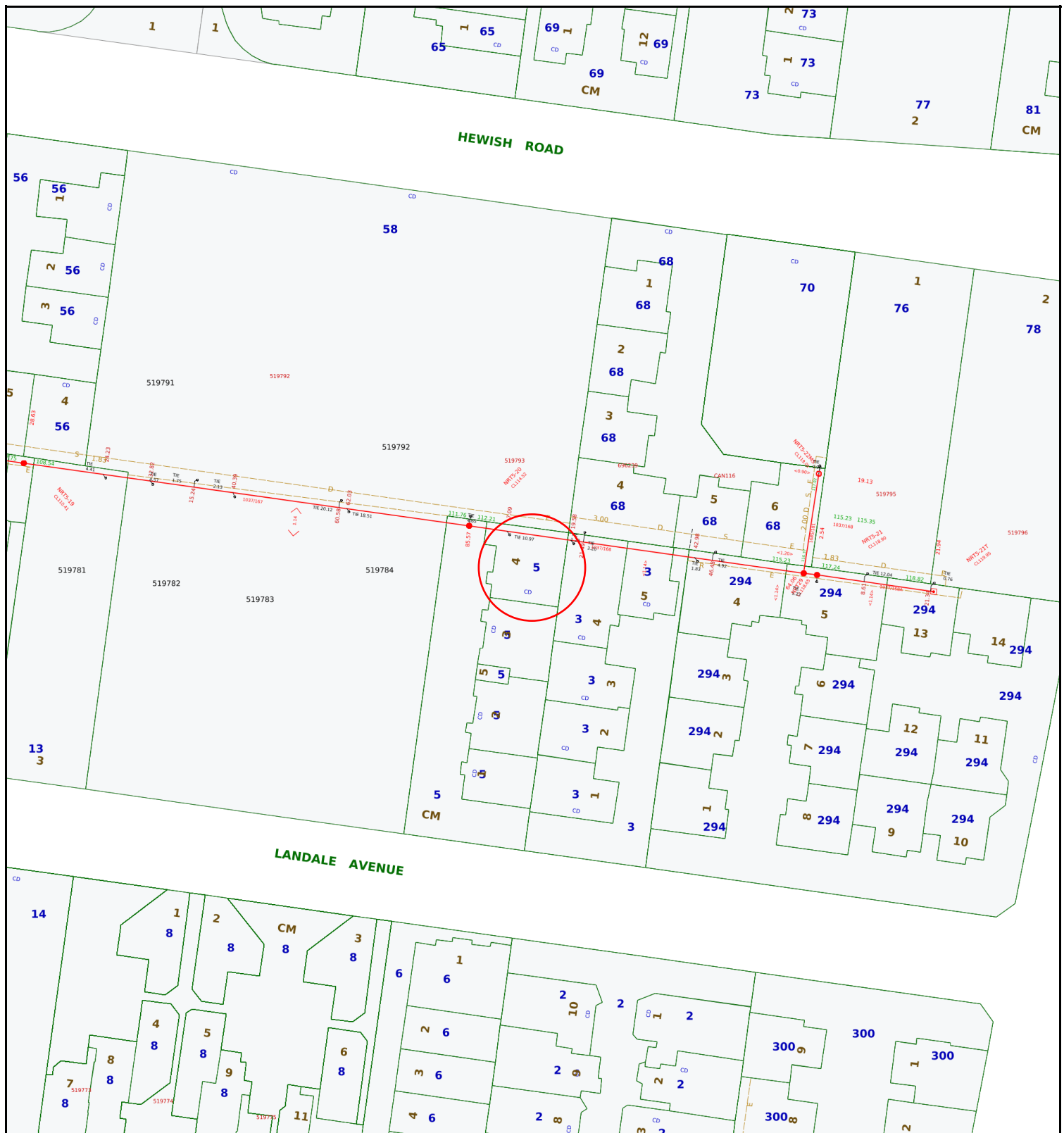
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.

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

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

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



Yarra Valley Water Information Statement Number: 30990116

Address	4/5 LANDALE AVENUE CROYDON 3136
Date	12/11/2025
Scale	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

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

Calder Conveyancing Pty Ltd C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3480740000
Rate Certificate No: 30990116

Date of Issue: 12/11/2025
Your Ref: 9670 Sainato and Zois

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 4/5 LANDALE AVE, CROYDON VIC 3136	4\RP15893	1410768	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51

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

Other Charges:	
Interest	No interest applicable at this time
	No further charges applicable to this property
Balance Brought Forward	\$0.00
Total for This Property	\$197.98



GENERAL MANAGER
RETAIL SERVICES

Note:

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

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1410768

Address: UNIT 4/5 LANDALE AVE, CROYDON VIC 3136

Water Information Statement Number: 30990116

HOW TO PAY



Bill Code: 314567
Ref: 34807400000

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



CALDER CONVEYANCING PTY LTD

Your Reference:	LD:78752867-014-3.9670 SAIN
Certificate No:	94179966
Issue Date:	13 NOV 2025
Enquiries:	MXG16

Land Address: UNIT 4, 5 LANDALE AVENUE CROYDON VIC 3136					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
9523845	4	15893	9410	394	\$0.00

Vendor: MELISSA ZOIS & VINCENT SAINATO
Purchaser: TBA TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
ESTATE OF MRS LAVINIA CONCETTA S	2025	\$340,000	\$1,365.00	\$0.00

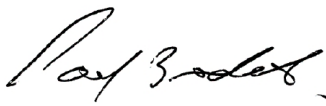
Comments: Land Tax of \$1,365.00 has been assessed for 2025, an amount of \$1,365.00 has been paid.

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$480,000
SITE VALUE (SV):	\$340,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 94179966

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,470.00

Taxable Value = \$340,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,800.00

Taxable Value = \$480,000

Calculated as \$480,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94179966

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: 94179966

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



CALDER CONVEYANCING PTY LTD

Your Reference:	LD:78752867-014-3.9670 Sainato
Certificate No:	94179966
Issue Date:	13 NOV 2025
Enquires:	MXG16

Land Address: UNIT 4, 5 LANDALE AVENUE CROYDON VIC 3136

Land Id	Lot	Plan	Volume	Folio	Tax Payable
9523845	4	15893	9410	394	\$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:	\$480,000
SITE VALUE:	\$340,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94179966

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



CALDER CONVEYANCING PTY LTD

Your	LD:78752867-014-3.9670
Reference:	SAINATO
Certificate No:	94179966
Issue Date:	13 NOV 2025

Land Address: UNIT 4, 5 LANDALE AVENUE CROYDON VIC 3136

Lot	Plan	Volume	Folio
4	15893	9410	394

Vendor: MELISSA ZOIS & VINCENT SAINATO
Purchaser: TBA TBA

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 94179966

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: 94179967 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: 94179967 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.
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OWNERS CORPORATION CERTIFICATE

*s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018*

Owners Corporation (1) Plan No. RP 15893

Re: SALE OF LOT - 4 - 5 LANDALE AVENUE CROYDON

Property: Lot 4, 5 LANDALE AVENUE CROYDON VIC 3136

Your Ref:

This certificate is issued for Lot 4 known as Unit No. 4 on Registered Plan No 15893 the postal address of which is 4 /5 LANDALE AVENUE CROYDON VIC 3136

1. The current fees for the above lot are \$1,960.00 per annum payable quarterly in advance and due on the First day of January, April, July and October each year.
2. The fees are paid up until 31/12/2025.
3. The total of unpaid fees or charges for the lot is: \$0.00.
4. No special fees or levies have been struck except: Nil
5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-
- None to our knowledge.
6. The Owners Corporation has the following insurance cover:

Name of Company:	STRATA COMMUNITY INSURANCE
No. of Policy:	VRSC23004780
Kind of Policy:	REINSTATEMENT
Buildings Amount:	\$1,660,000
Legal Liability Amount:	\$20,000,000
Buildings Covered:	ALL
Common Contents:	\$16,600
Renewal Date:	1/07/2026

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.
8. The total funds held by the Owners Corporation are made up of :-

<u>Fund Description</u>	<u>General Account</u>
Administration Fund	\$2,237.11
TOTAL	\$2,237.11

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.
10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
- Management Agreement

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-
- None to our knowledge
12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-
- None to our knowledge
13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- None to our knowledge
14. The Owners Corporation has appointed a manager as follows:-
Name MBCM Strata Specialists CROYDON
Address 15/50 New St Ringwood 3134
15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1)
Registered Plan No 15893.

Dated this Seventeenth day of October 2025



Sam Singh (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists CROYDON
15/50 New St Ringwood 3134
info@croydon.mbcm.com.au

NOTE:

1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.

2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

- (i) a copy of the Rules of the Owners Corporation.
- (ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.
- (iii) a copy of the Minutes of the last Annual General Meeting.

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.



Biller Code: 96503
Biller Reference: 303634968 05505



MBCM | STRATA SPECIALISTS CROYDON

PO Box 5064, Pinewood, VIC 3149 | 15/50 New Street, Ringwood VIC 3134

Phone 03 9873 0385 | Email info@croydon.mbcm.com.au | Website mbcm.com.au/croydon

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION 1 PLAN NO. RP15893

5 LANDALE AVENUE, CROYDON 3136

HELD AT

Ringwood Office -Ground Floor- Conference room, 50 New Street, Ringwood

19/08/2025 at 14:00:00

1. IN ATTENDANCE

Sameera Singh from MBCM Croydon.

2. APPOINTMENT OF MEETING CHAIRPERSON

The Owners Corporation resolved that Sameera Singh act as Chairman of the meeting.

3. LOT OWNERS IN ATTENDANCE AND ENTITLEMENT

Present	Entitlement to Vote
Unit 1 & Unit 2 MRS D POOLEY Unit 3 & Unit 4 MR V SAINATO & MS M ZOIS (Executor of L Sainato)	All Members represented possessed voting rights.

4. APOLOGIES

No Apologies received.

5. QUORUM

Lot Owners holding at least 50% of the Total Lot Entitlement were represented at the meeting, and a quorum was declared in accordance with Section 77 of the *Owners Corporations Act 2006 (Vic)*. **Accordingly, all decisions at this Annual General Meeting are legally binding on all Lot Owners.**

6. ADOPTION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The Owners Corporation resolved to accept the Minutes of the previous Annual General Meeting of the Owners Corporation held on 8/08/2024 a true and accurate record of the proceedings of that meeting, and as part of the Owners Corporation's record.

MOTION CARRIED

7. MATTER ARISING FROM MINUTES

Nil matters from the previous Annual General Meeting were discussed.

8. MANAGER'S REPORT

The Owners Corporation resolved to accept the Manager's Report as presented.

MOTION CARRIED

The Owners Corporation resolved to accept the Standing Resolutions as presented.

MOTION CARRIED

9. OH & S INSPECTION REPORT

The Owners Corporation resolved not to undertake a formal OH&S Inspection Report for the common property. The Owners Corporation further resolved that Owners are responsible for monitoring the common property and alerting the Owners Corporation Consultant to any OH&S matters requiring attention.

If Owners Corporation members elect to self-monitor, it is resolved that the Owners Corporation indemnifies the Owners Corporation Consultant for any potential PI claim that is a result of an OH&S hazard.

MOTION CARRIED

10. INSURANCE

Building Insurance & Legal Liability Cover

The Owners Corporation Consultant advised the meeting that she is an Authorised Representative for CHU Underwriting Agencies Pty Ltd, and an Authorised Distributor for Honan Insurance Brokers and Strata Community Insurance.

The Owners Corporation Consultant is required to obtain clear instructions for the renewal of the insurance.

The Owners Corporation Consultant advised the meeting that MBCM Croydon provide only general advice about insurance, not personal advice. Owners should read the insurers' Product Disclosure Statement (PDS) before making a decision to purchase building insurance.

The Owners Corporation Consultant advised the meeting that to accurately assess an appropriate building sum insured figure a property valuation for insurance purposes should be obtained.

The Owners Corporation is currently insured as detailed below:

INSURER:	STRATA COMMUNITY INSURANCE
BROKER:	HONAN INSURANCE BROKERS
POLICY NUMBER:	VRSC23004780
BUILDING SUM:	\$1,660,000.00
LEGAL LIABILITY:	\$20,000,000.00
RENEWAL DATE:	01/07/2026
VALUATION DATE:	6/04/2023
VALUATION SUM:	\$1,440,000.00
EXCESS:	\$1,500.00
ADDITIONAL EXCESS:	\$1,000 Legal Defence Expenses and 10% Contribution

The Owners Corporation resolved not to proceed with an Insurance Valuation as they are currently in a 3-year cycle of receiving desktop updates

MOTION CARRIED

The Owners Corporation resolved to engage an Insurance Broker to obtain quotations based on the current BSI amount of \$1,660,000.00 and send the quotation to owners as a ballot for selection of preferred insurer prior to renewal due 01/06/2026.

MOTION CARRIED

The Owners Corporation resolved that the legal liability cover of \$20,000,000.00 be deemed adequate.

MOTION CARRIED

An updated Financial Services Guide along with the Product Disclosure Statement is available via the following website:

SCI <https://stratacommunityinsure.com.au/>

Owners are reminded that the Owners Corporation insurance DOES NOT cover contents or personal Public Liability inside the Lot or Accessory Unit on Title. Each owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord's Contents Cover including public liability. Floating floors may not be covered under the building insurance policy and as such, Owners should consider increasing their contents cover for this item.

Owners are requested to notify the Owners Corporation Consultant of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised, and disclosure requirements are complied with.

It should also be noted that the Owner of any property that is the subject of an insurance claim shall bear any applicable excess.

11. GARDENING

The Owners Corporation resolved that gardening services continue to be provided by AMC Ground Maintenance.

Scope of Work:

- Mow every 3-4 weeks.
- 6 monthly prunes (including the garden beds along the driveway fence and ensuring that weeds are kept under control).

MOTION CARRIED

12. CLEANING/CARETAKING

N/A

MOTION CARRIED

13. GENERAL BUSINESS

Manager will drive by the property every few months to take photos of the gardening and send to owners.

MOTION CARRIED

14. ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

The Owners Corporation resolved to adopt the Annual Financial Statement as presented, as a true record of the transactions of the Owners Corporation for the year ending 30/06/2025.

MOTION CARRIED

15. OWNERS CORPORATION BUDGET AND LEVY CONTRIBUTION

The Owners Corporation Consultant recommended that an administrative budget of \$8,340.00 be accepted. However, the Owners Corporation resolved to adopt the Owners Corporation administrative budget for the year ending 30/06/2026 of **\$7,840.00** and to levy amounts to Lot Owners based on Lot Liability.

MOTION CARRIED

The Owners Corporation resolved that Owners Corporation Fees be maintained at their current rate of **\$490.00** per unit payable quarterly as per Lot Liability determined by the Plan of Subdivision.

MOTION CARRIED

Any items of major expenditure or any shortfall in funds will require the raising of a special levy.

MOTION CARRIED

Owners Corporation Fees are payable quarterly in advance and due on the first day of January, April, July, and October of each year.

Please note: MBCM Croydon does not accept payment of OC Fees at the Office. Please use the DEFT payment options listed on your Fee Notice.

16. OWNERS CORPORATION MANAGEMENT

The Owners Corporation resolved not to form a Committee for the ensuing year.

MOTION CARRIED

17. APPOINTMENT OF MANAGEMENT COMPANY

It is resolved a Contract of Appointment will be signed electronically.

MOTION CARRIED

18. NEXT ANNUAL GENERAL MEETING

In accordance with the *Owners Corporations Act 2006* and the *Owners Corporations and Other Amendment Act 2021* (Vic), section 69, the next Annual General Meeting will take place within 15 months of this Meeting, on a date to be advised.

19. CLOSURE OF MEETING

There being no further business the Meeting closed at 2:30 pm.

STANDING RESOLUTIONS

The following are the standing resolutions of the Owners Corporation, which remain in place from year to year unless the Owners Corporation resolves to change them.

Gutter Cleaning

The Owners Corporation resolves that Members attend to the gutter cleaning of their respective Units.

Grievance Committee

The Owners Corporation resolves to elect all members of the Owners Corporation to form a Grievance Committee, or where a Committee is elected, the Committee forms the Grievance Committee

Asbestos

The Owners Corporation resolves not to conduct an asbestos survey of the common property after being made aware of the associated risks and against the strong advice of the Owners Corporation Consultant. This motion will not be tabled again unless a proposal is received by an owner requesting otherwise, in which case the proposal will be considered and decided upon at the Meeting.

Maintenance Plan

The Owners Corporation has resolved in 2022 not to undertake a maintenance plan.

**Tiers 1 and 2 must prepare and approved a maintenance plan. Tiers 3, 4, and 5 may prepare and approve a maintenance plan. An Owners Corporation may, by ordinary resolution, amend an approved maintenance plan and determine the amount that must be paid by annual fees.*

Financial Audit

The Owners Corporation resolved in 2022, at the end of each financial year, not to have their financial statements audited by a registered company auditor, a firm of registered company auditors or a member of CPA Aust unless the Owners Corporation is exempt.

**In accordance with the Owners Corporations and Other Acts Amendment Act 2021, Tier 1 must engage a professional Auditor, Tier 2 must engage an independent person to audit financials, Tiers 3, 4 & 5 may, at the end of each financial year, have their financial statements audited.*

Fee Collection Procedure

The Owners Corporation resolves that the fee collection procedure listed below will remain in place, and the administration charge will be updated from time to time (currently \$55 for the issue of a final fee notice).

Debt Recovery

The Owners Corporation resolves, pursuant to Section 32 of the *Owners Corporations Act 2006 and the Owners Corporations and Other Amendment Act 2021*, to:

- a. Issuing a **Final Notice** in respect of any amount payable by a Lot Owner to the Owners Corporation that remains outstanding **60 days** after the due date for payment and
- b. Refer any amount that remains outstanding 28 days after the date of the **Final Notice** to debt collection or legal representatives for recovery and/or VCAT action.

Final Notice – Administrative Fee

The Owners Corporation Consultant advised the Meeting that where a **Final Notice** is issued to a Lot Owner, the Owners Corporation Consultant may charge the Lot Owner a minimum of **1-hour Schedule 2.2 charges** for:

- Administration duties associated with following up arrears
- Issue of the Final Fee Notice and associated documents of advice
- Consultation with the solicitor for the arrears matter

Recovery of Costs

The Owners Corporation resolves that any and all costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the *Owners Corporations Act 2006 and the Owners Corporations and Other Amendment Act 2021* will be fully recoverable from the indebted Lot Owner.

This includes any Administrative Fees charged by the Owners Corporation Consultant because of a Lot Owner's failure to pay fees within the stipulated period.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC23004780
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Owners Corporation Plan No. RP 15893 5 Landale Avenue, Croydon, VIC, 3136
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 01/07/2025 Expiry Date: 4:00pm on 01/07/2026
INTERMEDIARY	Honan Insurance Group Pty Ltd
ADDRESS	GPO Box 4747, Melbourne, VIC, 3001
DATE OF ISSUE	19/06/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,660,000
		Common Area Contents	\$16,600
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$249,000
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$249,000
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

1 Health, Safety and Security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committes and Sub-Committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and Administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of Common Property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment

of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of Persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute Resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

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- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.
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Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

PART A - SCHEDULE

Item 1	Date of Agreement	17 June 2020
Item 2	Residential Rental Provider	
Name/s & ACN (if applicable)		Lavinia Sainato
Address for Service		C/O 483 Whitehorse Road, Mitcham VIC
Email Address for Service		skurban@philipwebb.com.au
Item 3	Agent	
Name		Philip Webb Rentals Pty Ltd
Address		483 Whitehorse Road, Mitcham VIC 3132
Phone		0398743355
Email		skurban@philipwebb.com.au
Item 4	Renter/s	
Name		Ashleigh Huybers
Email address for service of documents		ashleighhuybers@outlook.com;
Name		Jessie Schroen
Email address for service of documents		schroen.jessie@gmail.com;
Item 5	Premises/Property	
		The Residential Rental Provider lets the premises known as:
		4/5 Landale Avenue, Croydon VIC 3136
		Including all chattels, fixtures and fittings as detailed in the condition report.
Item 6	Rental 1	
		The Rent is \$1412.00 per calendar month and payable calendar monthly in advance commencing on 10/09/2020
Item 7	Rental Payments	
		To the Agent at 483 Whitehorse Road, Mitcham VIC 3132 by,
		a. DIRECT DEBIT, MONEY ORDER, BANK CHEQUE, CREDIT CARD/EFT in the Office
Item 8	Bond	
		\$1412.00 paid to the RTBA at the commencement of your tenancy
		If the renter/s does not receive a bond receipt from the Residential Tenancies bond Authority within 15 business days of paying the bond, the renter/s should contact the Residential Tenancies Bond Authority.
Item 9	Term	
The period of the agreement is		12 Months Fixed term
Commencement Date		10/09/2020 10:00 AM
Termination Date		10/09/2021 10:00 AM
		Unless the Agreement terminates in accordance with the Residential Tenancies Act 1997, this Agreement will continue as a periodic rental agreement.

Item 10 Urgent Repairs

The maximum amount for repairs which the Agent can authorise is \$1800.00.

The agent's telephone number for urgent repairs is 0398743355 .

Electrical Tradie	Call the office	03 9874 3355
Plumbing Tradie	Call the office	03 9874 3355
Other Tradie	Call the office	03 9874 3355

Privacy Act

PRIVACY ACT 1988 COLLECTION NOTICE

Management / Leasing Agreements

The Agent uses personal information collected from the Tenant and Owner to act as the Owner's agent and to perform their obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients.

The Agent may disclose information to other parties including media organisations, potential tenants, clients of the Agent both existing and potential, tradespeople, owners corporations, financial institutions, government and statutory bodies and third parties as required by law. The Agent may also disclose information to other parties on the Internet.

The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.

Without the requested information we will be unable to recommend that the Owner enter into this Agreement with you.

Our privacy policy contains information about how you may access and to the personal information that we hold about you and information about how to seek correction of such information if necessary.

Our privacy policy also 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.

Our Privacy Policy can be viewed without charge at www.philipwebb.com.au. Alternatively, please contact our Privacy Officer, Melissa Watson, on 9842 1477 or via email: customerservice@philipwebb.com.au and we will email you a free copy.

RESIDENTIAL TENANCIES ACT 1997

Act No. 109/1997

Version incorporating amendments as at 1 July 2003

3. Definitions

(1) In this Act--

"urgent repairs" means any work necessary to repair or remedy--

- (a) a burst water service; or
- (b) a blocked or broken lavatory system; or
- (c) a serious roof leak; or
- (d) a gas leak; or
- (e) a dangerous electrical fault; or
- (f) flooding or serious flood damage; or
- (g) serious storm or fire damage; or
- (h) a failure or breakdown of any essential service or appliance provided for hot water, water, cooking, heating or laundering by--
 - i. a landlord in rented premises; or
 - ii. a rooming house owner in a rooming house; or
 - iii. a caravan park owner or a caravan owner in a caravan park or caravan; or
- (i) a failure or breakdown of the gas, electricity or water supply to rented premises, a rooming house or a caravan; or
- (j) an appliance, fitting or fixture provided by a landlord, rooming house owner, caravan park owner or caravan owner that uses or supplies water and that is malfunctioning in a way that results or will result in a substantial amount of water being wasted; or
- (k) any fault or damage that makes rented premises, a rooming house, a room or a caravan unsafe or insecure; or
- (l) a serious fault in a lift or staircase; or
- (m) any damage of a prescribed class;

PART B - TERMS AND CONDITIONS

1. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997* ("the Act"). For further rights and duties refer to the Act.

2. This Agreement

- 2.1 This Agreement is made on the date specified in **Item 1** in the Schedule hereto between the Landlord whose name and address is specified in **Item 2** in the Schedule whose Agent is specified in **Item 3** in the Schedule and the Tenant whose name and address is specified in **Item 4 & Item 5** in the Schedule.
- 2.2 The term of this Agreement is specified in **Item 9** of the Schedule commencing on the Commencement Date and expiring on the Expiry Date and unless either party terminates this Agreement in accordance with the Act it will continue as a periodic tenancy.

3. Premises and Rent

- 3.1 The Landlord lets to the Tenant the Premises specified in **Item 5** in the Schedule together with those items listed in the Schedule, for which the Rent shall be the amount specified in **Item 6** and payable to the party specified in **Item 7** in the Schedule.

4. Bond

- 4.1 The Tenant shall pay the bond specified in **Item 8** of the Schedule to the Agent on or before signing this agreement.
- 4.2 The Agent must lodge the bond with the Residential Tenancies Bond Authority ("**RTBA**") within 10 business days after receiving the Bond from the Tenant. If the Tenant does not receive a bond receipt from the RTBA within 15 business days of paying a bond, the Tenant should contact the RTBA directly.

5. Condition of the Premises

- 5.1 The Landlord must:
- (a) ensure that the Premises are maintained in good repair; and
 - (b) if the landlord owns or controls the common areas relating to the Premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises

- 6.1 The Tenant must ensure that care is taken to avoid damaging the rented Premises.
- 6.2 The tenant must take reasonable care to avoid damaging any common areas.
- 6.3 The Tenant who becomes aware of damage to the rented Premises must give notice to the Landlord of any damage to the Premises as soon as practicable.

7. Cleanliness of the Premises

- 7.1 The Landlord must ensure that the Premises are in a reasonably clean condition on the day on which it is agreed that the Tenant is to enter into occupation of the Premises.
- 7.2 The Tenant must keep the Premises in a reasonably clean condition during the period of the Agreement.

8. Use of Premises

- 8.1 The Tenant must not use or allow the Premises to be used for any illegal purpose.
- 8.2 The Tenant must not use or allow the Premises to be used in such a manner as to cause nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring Premises.

9. Quiet Enjoyment

- 9.1 The Landlord must take all reasonable steps to make sure that the Tenant has quiet enjoyment of the Premises.

10. Assignment of Lease or Sub-Letting

- 10.1 The Tenant must not assign or sub-let the whole or any part of the Premises without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld.
- 10.2 The Landlord must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

PART C - ADDITIONAL TERMS AND CONDITIONS

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

11 Agent is First Point of Contact

- 11.1 The Tenant acknowledges that it is not permitted to contact the Landlord directly unless expressly authorised in writing. For the avoidance of doubt, the Tenant acknowledges that where the Landlord's consent is required to be obtained under this Agreement, the Tenant is to direct such request for the Landlord's consent to the Agent in writing. The Tenant is to direct all queries or complaints to the Agent directly.

12 Water Consumption & Utilities

- 12.1 The Agent will provide the Tenant's details to its utility connection service for the purposes of ensuring that a water connection is completed prior to the move in date. The Tenant is under no obligation to take up any other utility connections.
- 12.2 The Landlord is responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Act. The Tenant is responsible for the costs and charges set out in section 52 of the Act.
- 12.3 If a service is disconnected or damaged:
- (a) due to the fault of the Landlord, Agent or Landlord's contractor, the Landlord or Agent will have the service re-connected or repaired; or
 - (a) due to the fault of the Tenant, or a person the Tenant has on the Premises, the Tenant must have the service re-connected or repaired at its cost.
- 12.4 If the Tenant disconnects a service or changes the supplier of it, the Tenant must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Tenant must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.
- 12.5 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Landlord's prior approval, and will be at the Tenant's cost.

13 Condition Report

- 13.1 If the Tenant has not physically viewed the Premises, the Tenant acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.
- 13.2 The Tenant acknowledges that before it took occupation of the Premises, it received from the Landlord or Agent:
- (a) two copies of a condition report signed by the Landlord or Agent;
 - (b) a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for tenants'; and
 - (c) a copy of this tenancy Agreement.
- 13.3 The Tenant acknowledges that the condition report must be signed and returned to the Agent within 3 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.
- 13.4 If the Tenant is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

14 Landlord's Insurance and Tenant's Contents Insurance

- 14.1 The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.
- 14.2 The Tenant agrees to pay the Landlord any excess amount or additional premium charged by the Landlord's insurance company (to the extent the Landlord elects to have this insurance in place and use it for the Tenant's responsible damage), as a result of any damage caused by the Tenant, or by anyone on the Premises with the consent of the Tenant.

- 14.3 The Landlord's insurance policy covers only the building plus any fixtures and fittings at their option and not the Tenant's contents. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Tenant obtains adequate insurance coverage for its possessions.

15 Release, Indemnity, Compensation and Liability

- 15.1 The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the Premises by the Tenant or anyone on the Premises with the consent of the Tenant.
- 15.2 The Tenant uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Landlord's negligence.
- 15.3 The Landlord is not liable to the Tenant for any loss or damage incurred by the Tenant due to:
- (a) any damage to the Premises; and
 - (a) the interruption or damage to any services (including electricity, gas or water) to the Premises, except to the extent to which the Landlord is liable where the Act applies.

16 Reporting Defects

- 16.1 If the Tenant becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.
- 16.2 If the Tenant becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Tenant or anyone it allowed onto the Premises, caused a blockage or defect, the Tenant will be responsible to pay to the Landlord the reasonable expenses incurred in having the defect rectified.

17 Inspections

- 17.1 The Tenant acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.
- 17.2 The Tenant acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Tenant upon giving the Tenant a minimum of 24 hours written notice.

18 Disclosure of Information

- 18.1 The Tenant authorises the Agent to disclose details of its credit worthiness, to the Tenant's personal referees, employer, any record, listing or database of defaults by tenants to the owner or agent of any future residence.
- 18.2 If the Tenant defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

19 Employment Details

- 19.1 The Tenant agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

DURING THE TENANCY

20 Permitted Use

- 20.1 The Tenant must use the Premises for the permitted use, which is as the Tenant's place of residence. The Tenant must not use the Premises for any other purpose without first obtaining the Landlord's consent in writing, by sending a written request to the Agent.
- 20.2 The Tenant shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
- 20.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Tenant and the Tenant agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Tenant to then become in arrears.

21 Alterations or Additions to Premises

- 21.1 The Tenant shall not install any goods, make any alterations or additions to, or carry out any renovations at the Premises including but not limited to, installation of cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, dishwasher, heating, in- ground or above-ground pool or spa, safety barrier, fence, gate, awning, blind, shed, antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping, without the prior written consent of the Landlord.
- 21.2 The Tenant shall not erect hooks on the walls without prior written consent of the Landlord. If hooks are installed without consent, the Tenant is liable for the cost to repair any damage.
- 21.3 The Tenant shall not install any pool, spa, pond or water retaining device (either inflatable or constructed) on the Premises without the written consent of the Landlord. Should permission be granted, it will be conditional upon the Tenant obtaining, and providing a copy of, permission and compliance with council or any other regulatory body relating to pool installation and fencing prior to the installation taking place.
- 21.4 In giving consent in accordance with **clause 21.1** and **21.2**, the Landlord may require the Tenant to comply with reasonable conditions and, before tenancy ends, require the Tenant to comply with section 64(2) of the Act.

22 Urgent And Non-Urgent Repairs

- 22.1 The Tenant acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email, fax or post to the contact details specified in **Item 3** in the Schedule or to the nominated Agent's Representative.
- 22.2 The Tenant agrees to immediately notify the Agent of any URGENT repairs, the contact details for urgent repairs are provided in **Item 10** in the Schedule. The Tenant agrees to take all reasonable measures to get in contact with the Agent.
- 22.3 The Landlord and the Tenant acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written in **Item 10** in the Schedule. The Landlord will be contacted for approval for all urgent repairs prior to proceeding.
- 22.4 The Tenant acknowledges that if a contractor is called out to the Premises with no repair required, then the Tenant will be liable for payment of the invoice issued by the contractor.

23 Garden and Parking

- 23.1 The Tenant agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.
- 23.2 The Tenant must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Tenant must notify the Agent if there are any concerns with regards to the operation of the system. It is the tenant's responsibility to keep all plants and lawns alive.
- 23.3 The Tenant must park vehicles in the designated area. The Tenant must not park on grass or garden areas, if it does then the Tenant will be liable to fix any damage caused to the grass and grounds.
- 23.4 The Tenant will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

24 Light Globes and Pilot Lights

- 24.1 The Tenant must replace at the Tenant's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 24.2 The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord to relight a pilot light where this is the only issue the Tenant will be liable for all costs.

25 Pets

- 25.1 The Tenant is prohibited from keeping any animal or pet of any description on the Premises without the prior written consent of the Landlord.
- 25.2 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant acknowledges that if the pet become a nuisance or there is a complaint by a neighbour in relation to the pet, then the Landlord may require the said pet to be relocated from the Premises.

- 25.3 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.
- 25.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Tenant must report any damage caused to the Premises to the Agent within 7 days and the Tenant agrees to rectify the damage or replace the flooring as soon as possible at the Tenant's expense.

26 Rubbish and Hanging Clothes

- 26.1 The Tenant must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.
- 26.2 The Tenant must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

27 Inflammable Liquids Not Permitted

- 27.1 Except as allowed by this by this **clause 27**, the Tenant must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.
- 27.2 Apart from kerosene which the Tenant must not have at the Premises, the Tenant is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

28 Vehicle/boat Servicing or Repairs Not to be Carried Out

- 28.1 For the purposes of this **clause 28**, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 28.2 The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.
- 28.3 The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

29 Smoke Alarms

- 29.1 The Tenant acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Tenant becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Tenant must notify the Agent as soon as possible, and within 24 hours of becoming aware.
- 29.2 The Tenant agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Tenant must immediately notify the Agent and confirm such advice in writing on the same day.
- 29.3 The Tenant acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Tenant must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

30 Swimming Pool/Spa

- 30.1 This **clause 30** applies if there is a swimming pool, spa or variation thereof at the Premises.

- 30.2 The Tenant hereby agrees:
- (a) to maintain the swimming pool/spa by using the equipment provided;
 - (b) to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
 - (c) to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
 - (d) to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa area is never propped open and that all children are under adult supervision at all times; and
 - (e) to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa area require maintenance or become unsafe.
- 30.3 The Tenant acknowledges and agrees that if **clause 30.2** is not complied with, the Agent may serve a notice of breach on the Tenant and the necessary notices thereafter if the Tenant fails to remedy the breach.

31 Locks & Keys

- 31.1 The Tenant is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Tenant provides duplicate keys to the Agent within 24 hours of changing the locks.
- 31.2 The Tenant is permitted to change the code of an alarm at the Premises, on the condition that the Tenant notifies the Agent in writing within 24 hours of the changed alarm code.
- 31.3 The Landlord and Tenant agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Tenant is required to provide the key with a copy of a receipt for reimbursement.
- 31.4 The Tenant acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.
- 31.5 The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Landlord's recommendation that the barrels to locks are changed by the Tenant.

32 Blockages Caused by Misuse

- 32.1 The Tenant must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Tenant shall pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the Premises caused by misuse by the Tenant or their visitors.

33 Payment of Rental

- 33.2 The Tenant acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Landlord immediately after funds have cleared.
- 33.3 Any costs incurred by the Landlord or Agent to retrieve rental arrears shall be reimbursed by the Tenant. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

34 Assignment, Sub-letting and Short Stay Accommodation

- 34.1 The Tenant acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with **clause 34.2**.
- 34.2 The Tenant acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Landlord approval. If approved, the Tenant agrees to reimburse the Landlord for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are **\$165.00** (inclusive of GST) plus any Tenant check fees (**\$22.00** per new Tenant), such fees are subject to change. A prospective tenant must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Landlord.
- 34.3 For the purposes of **clause 34.2** to apply, at least one named Tenant from the original Agreement must remain in occupation. If no original named Tenant is to remain, all Tenants must vacate. If this occurs during a fixed term, a lease break will occur.

- 34.4 The Tenant must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Landlord's prior written consent, which, if given, may be subject to reasonable conditions.
- 34.5 The Tenant's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Landlord under this **clause 34**.
- 34.6 The Tenant agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

35 Fixed Term Lease Break

- 35.1 In the event that the Tenant wishes to vacate the Premises prior to the Termination Date as specified in **Item 9** in the Schedule, the Tenant must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).
- 35.2 I/We hereby agree that should I/We choose to cancel the Tenancy Agreement, I/We will be fully liable to reimburse the Landlord for the following fees and charges which will be confirmed should this situation arise (following charges are indicative only):
- (a) A letting fee representing the unexpired portion of 5% plus GST of the annual rent;
 - (b) Any advertising costs incurred including an Internet Marketing cost of \$165 plus GST;
 - (c) A For Lease board to be erected at a cost of \$85 plus GST for erection and removal
 - (d) Residential Tenancy Database checks on each applicant at the cost of \$22 plus GST per applicant; and
 - (e) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or expiry of the existing tenancy, and agree to pay any different or shortfall of rental if the property is re-let at a lower rate.
- 35.3 The Tenant agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Tenant commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Landlord agrees to mitigate the Tenant's loss by taking reasonable steps to relet the Premises.

36 Rent Increase

- 36.1 In accordance with the provisions of Section 44 of the Act, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least **60** days' notice of the increase.

37 Advertising Boards and Access To The Premises

- 37.1 The Tenant shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.
- 37.2 The Tenant shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant.

38 Owners Corporation Rules (Where Applicable)

- 38.1 If there is an owners corporation for the Premises ("Owners Corporation"), the Landlord agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.
- 38.2 If **clause 38.1** applies, the Tenant agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the *Subdivision (Body Corporate) Regulations 2001*, as amended, apply to all bodies corporate.
- 38.3 If **clause 38.1** applies, the Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

39 Condensation and Mould

- 39.1 The Tenant must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

39.2 The tenant further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

39.3 The Tenant acknowledges that any damage to the property caused by a failure to comply with this **clause 39** must be rectified professionally at the Tenant's expense.

40 Pot Plants and Furniture Placement

40.1 The Tenant must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

40.2 The Tenant agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

40.3 The Tenant hereby agrees that any damaged caused to any flooring due to the Tenants failing to adhere to this **clause 40**, will be rectified professionally at the Tenant's expense.

41 Smoking

41.1 The Tenant must not smoke inside the Premises. The Tenant may smoke in uncovered areas outside the Premises. The Tenant must place all cigarette waste in the appropriate receptacle.

41.2 If the Tenant has not complied with **clause 41.1**, in particular the Tenant has been smoking inside, the Tenant will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

VACATING

42 Redirection of Mail and Disconnection of Services

42.1 At the end of the tenancy, the Tenant is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Tenant shall reimburse the Landlord for any cost incurred by the Landlord due to the Tenant failing to adhere to this **clause 42**.

43 Notice To Vacate

43.1 If the Tenant wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Tenant's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

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

43.3 Notice under this **clause 43** must be provided to the Agent. If notice is provided by email it must be delivered by each named Tenant listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Tenant's email or notice is received.

44 Expiry of Fixed Term Agreement

44.1 If the Tenant remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Tenant acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with **clause 43**.

44.2 The Tenant acknowledges the right of the Landlord under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

45 Keys

45.1 The Tenant must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Tenant's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

46 Cleaning Premises Upon Vacating

- 46.1 The Tenant must:
- (a) remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
 - (b) undertake a full clean of the Premises in accordance with any instructions provided by the Agent. If the Tenant is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Tenant.

- 46.2 The Tenant agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating.
- 46.3 If the Tenant kept a pet at the Premises in accordance with **clause 25.1**, in addition to the foregoing upon vacating the Premises the Tenant must also:
- (a) ensure all pet droppings are cleaned from the yard of the Premises; and
 - (b) have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

47 Bond Lodgement and Refund

- 47.1 The bond has been deposited in accordance with the requirements of the Act and RTBA. The Tenant acknowledges that the refund of the bond at the end of the tenancy can only be achieved by executing and lodging a Bond Claim form through the Agent with the RTBA.
- 47.2 The Tenant acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Tenant. The Tenant acknowledges that failure to abide by this Section renders the Tenant liable to a penalty.

GENERAL / MISCELLANEOUS

48 General

- 48.1 The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
- 48.2 The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or Agent in relation to the suitability of the Premises for the Tenant's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.
- 48.3 No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Act shall prevent the Landlord from subsequently enforcing any of the provision of the Agreement.
- 48.4 The Tenant acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.
- 48.5 This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

49 Consent to Electronic Service of Documents

- 49.1 Express consent
- (a) The tenant/s, **Jessie Schroen, Ashleigh Huybers**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **schroen.jessie@gmail.com, ashleighhuybers@outlook.com**.
 - (b) The landlord/s, **Lavinia Sainato**, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: **skurban@philipwebb.com.au**.
- 49.2 Inferred consent: If the tenant or the landlord (as the case may be) has not consented to electronic service under clause 49.1, the tenant or the landlord must not infer consent to electronic service from the receipt or response to emails or other electronic communications.
- 49.3 Change of electronic address: The tenant or the landlord must immediately give notice in writing to the other party if the email address for electronic service under clause 49.1 changes.
- 49.4 Withdrawal of consent:
- (a) The tenant or the landlord may withdraw their consent under clause 49.1 to electronic service of notices and other documents only by giving notice in writing to the other party.
 - (b) Following giving of notice under 49.4(a), no further notices or other documents are to be served by electronic communication.

Signature of landlord/agent

Name/trading name

Philip Webb Rentals Pty Ltd

Signature



Date

17/06/2020

Signature of tenant 1

Name/trading name

Ashleigh Huybers

Signature



Date

17/06/2020

Signature of tenant 2

Name/trading name

Jessie Schroen

Signature



Date

17/06/2020