

DATED

2024

JING WANG

to

CONTRACT OF SALE OF REAL ESTATE

Property: 57 Rose Grange Boulevard, Tarneit VIC 3029



Ground Floor, 310 King Street
Melbourne Vic 3000

Tel: 03 9052 3214
Fax: 03 8610 1086
Ref: VT:CW:24522

Contract of Sale of Land

Property:

57 Rose Grange Boulevard, Tarneit VIC 3029



Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

- you bought the property at 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*)

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

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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 AGREEMENT. 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*.

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

..... on

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

State nature of authority, if applicable:

~~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*~~

SIGNED BY THE VENDOR

..... on

Print name(s) of person(s) signing: **Jing Wang**

State nature of authority, if applicable:

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 _____
 Address _____
 Email _____ Ref _____
 Tel _____ Mob _____ Fax _____

Vendor

Name Jing Wang
 Address U1810/677 La Trobe St, Docklands, VIC 3008
 ABN/ACN _____
 Email _____

Vendor's legal practitioner or conveyancer

Name TNS Lawyers
 Address Suite 6 Level 10, 343 Little Collins Street, Melbourne VIC 3000
 Email christina.wan@tnslawyers.com.au Ref VT:CW:24522
 Tel 03 9052 3214 Mob _____ Fax 03 8610 1086

Purchaser's estate agent

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Mob _____ Fax _____

Purchaser

Name _____
 Address _____
 ABN/ACN _____
 Email _____

Purchaser's legal practitioner or conveyancer

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Mob _____ Fax _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11206 Folio 189	834	PS530043A

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 addressThe address of the land is: **57 Rose Grange Boulevard, Tarneit VIC 3029****Goods sold with the land** (general condition 6.3(f)) (*list or attach schedule*)

All fixtures in permanent nature but exclude any tenant's fixtures

Payment

Price _____

Deposit _____ by _____ / _____ / _____ (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 & 26.2)**is due on** _____ / _____ / _____

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

- the above date; and
- the 14th 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 _____ / _____ / _____ with _____ options to renew, each of _____ years

OR

☐ a residential tenancy for a fixed term ending on _____ / _____ / _____

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* 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: no more than _____ Approval date: _____ / _____ / _____

Building report☐ General condition 21 applies only if the box is checked**Pest report**☐ General condition 22 applies only if the box is checkedThis contract does not include any special conditions unless the words '**special conditions**' appear in this box**Special conditions**

Special Conditions

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

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

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

☒ **Special condition 1 – Tax invoice**

General condition 19.3 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 2 – Other Amendments to general Condition of the contract of sale**

2.1 General conditions 6.4(b), 12, 31.3, 31.4, 31.5 and 31.6 are deleted.

2.2 General condition 23 is amended by adding the following:

23.4 Land tax that the vendor is or may become liable under the *Land Tax Act 2005 (Vic)* in respect of the land will not be apportioned between the parties at settlement unless the sale price is more than the threshold amount determined under section 10I of the *Sale of Land Act 1962*.

23.5 The purchaser or the purchaser's legal representative or conveyancer must deliver the statement of adjustments to the vendor's legal representative not less than three (3) business days prior to Settlement. If the purchaser fails to deliver the statement of adjustments to the vendor's legal representatives within this period of time, the vendor will not be obliged to complete this contract until the expiration of three (3) business days from the date of delivery of the statement of adjustments. In addition, the purchaser shall be deemed to have made default in payment of the balance of the Purchase Price and shall be liable for payment of penalty interest until such time as Settlement is effected.

2.3 General condition 33 is amended by deleting the reference to "2%" and inserting "4%"

2.4 If there is any inconsistency between the general conditions and the special conditions, the special conditions prevail to the extent of the inconsistency.

☒ **Special Condition 3 – Acknowledgements**

3.1 The purchaser acknowledges that prior to signing this contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the purchaser, the purchaser has been given by the vendor the written statement containing the particulars required by Section 32(2) of the *Sale of Land Act 1962* (as amended) executed by the vendor, and a copy of this contract.

3.2 The parties hereto acknowledge and agree that no information representation or warranty prior to the execution of this contract has been or will be relied upon and that any prior agreement (either oral or in writing) is hereby rescinded and that this contract is the sole and full repository of the agreement between the vendor and the purchaser. Any subsequent agreement to the variation of the terms of this contract may be made in writing with the consent of the vendor and purchaser only.

☒ **Special Condition 4 – Purchaser's Inspection/Warranties**

4.1 The purchaser acknowledges that it has inspected the property. The purchaser warrants to the vendor that, because of the purchaser's own inspection and enquiries, the purchaser:

- 4.1.1 is satisfied as to the nature, quality, condition and state of repair of the property;
- 4.1.2 accepts that all structures or improvements on the land of the property ('the Land') are contained wholly within the title boundaries of the Land and that no structure or improvements on any adjoining Land encroaches over or under the title boundaries to the land;
- 4.1.3 accepts the Land as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and
- 4.1.4 is satisfied about the purposes for which the Land may be used and about all restrictions and prohibitions on its development.

4.2 The purchaser warrants that:

- 4.2.1 except for any disclosure by the vendor or the vendor's estate agent to the purchaser in accordance with the provisions of the *Sale of Land Act 1962* (as amended), no information, representation or warranty by the vendor or the vendor's estate agent (apart from those statements contained in the Vendor's Statement, a copy of which is annexed to this contract) was supplied or made with the intention or knowledge that it would be relied upon by the purchaser, and the purchaser enters into this contract solely on the basis of its own enquiries and investigations relating to the Land;
- 4.2.2 no information, representation or warranty has been so relied upon except what has been expressly provided in this contract and Section 32 Vendor Statement;
- 4.2.3 there is no other contract, agreement or collateral warranty existing at the time of execution of this contract which relates to the Land or the purchase of the Land by the purchaser;
- 4.2.4 this contract and the Section 32 Vendor Statement is the sole and full repository of the agreement between the vendor, the vendor's estate agent and the purchaser.
- 4.2.5 without limitation, the purchaser acknowledges that it has not relied upon any information contained in any information memorandum, marketing material, brochure or advertisement prepared by or on behalf of the vendor in relation to the sale of the property.
- 4.2.6 it is empowered to enter this contract and can do so without consent from any other person or has already obtained that consent.
- 4.2.7 it is not prohibited by or under any law including without limitation the *Foreign Acquisitions and Takeovers Act 1975* from entering into or completing this contract.
- 4.2.8 Settlement of this contract is not conditional or dependent upon the purchaser obtaining any consent or approval lawfully necessary in order to enable the Land or any part of it to be used or occupied by the purchaser or any other person for any purpose whatsoever, and is not conditional upon any matter referred to in this special condition.
- 4.2.9 it will not make any requisition or objection or claim any compensation in respect of any non-compliance with any Building Legislation and must not call upon the vendor to bear all or any part of the cost of complying with any Building Legislation.

4.3 The vendor gives no warranty:

- 4.3.1 that the improvements erected on the Land or any alterations or additions to the improvements comply with any Building Legislation;
- 4.3.2 as to the use of the Land or the purchaser intended use of the Land; or
- 4.3.3 that the use to which the vendor has previously put the Land is permissible or permissible only with the consent of any authority under or pursuant to any statute, ordinance, regulation, by-law, town planning scheme or interim development order or other enactment or order of the Court and the purchaser must obtain any use consent at the purchaser's own expense.

4.4 The Purchaser shall make no objection, claim compensation or delay payment of the balance because of anything in connection with:

- 4.4.1 any of the matters referred to in this special condition;
- 4.4.2 any loss, damage, dilapidation, infestation, defect (latent or patent) or mechanical breakdown which may affect the Land or the property;
- 4.4.3 the roof or surface water drainage from the Land being connected to a sewerage service;
- 4.4.4 there being or not being an easement or other right in respect of a service for the Land being a joint service or passing through another Land, or any service for another Land passing through the Land ("service" includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 4.4.5 the presence of a pool on the Land with no fence and the purchaser accepts that there is a pool on the land which is not fenced;
- 4.4.6 the condition or existence or non-existence of services; or
- 4.4.7 the presence of any contaminant on the Land or in or on any structure on the Land.

☒ **Special Condition 5 – Zoning**

- 5.1 The property is sold subject to any restriction as to user under any order, plan, scheme, regulation or bylaw contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser must not make any requisition or objection nor be entitled to any compensation from the vendor in respect thereof.

☒ Special Condition 6 – Nomination

6.1 General Condition 4 shall be deleted and replaced with the following special condition:

- 6.1.1 The purchaser may nominate a substitute or additional purchaser ("Nominated Purchaser") subject to compliance with the balance of this special condition, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 6.1.2 If the purchaser nominates this contract, such nomination can only occur if:
- (a) the purchaser is not in default pursuant to this contract; and
 - (b) notice is given prior to fourteen (14) days prior to the Settlement Date.
- 6.1.3 The costs of such nomination are fixed at \$385.00 inclusive of GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the vendor's legal representative upon nomination by the purchaser.
- 6.1.4 If the words "going concern" are inserted in the GST clause in the Particulars of Sale, the Nominated Purchaser must if requested by the vendor sign a deed with the vendor on terms acceptable to the vendor which notes inter alia, that the parties agree that the contract is the supply of a going concern and the Nominated Purchaser warrants that prior to Settlement it will be registered for GST purposes.

☒ Special Condition 7 – Default Expense

- 7.1 If the purchaser defaults in complying with any of its obligations as set out in this contract, the purchaser shall pay, in addition to any other moneys payable to the vendor, any legal costs on an indemnity basis incurred by the vendor as a result of any such default by the purchaser.
- 7.2 The purchaser must pay to the vendor all costs, losses, expenses, damages and other liabilities incurred by the vendor due to any breach of this contract by the purchaser.
- 7.3 Without limiting clause 7.2, the purchaser agrees that the reasonably foreseeable loss the vendor may suffer due to the purchaser's breach of this contract may include, without limitation:
- 7.3.1 interest payable by the vendor in relation to loans secured on the property for the period from the date the balance is payable under this contract to the date the balance is paid;
 - 7.3.2 interest incurred on any purchase by the vendor which is incurred as a result of the purchaser's default, interest on bridging finance obtained by the vendor for the same period to cover the vendor's intended use of the Price and the costs of that bridging finance; and
 - 7.3.3 if the vendor is usually accommodated in the property, accommodation costs incurred by the vendor and the cost of storing the vendor's property usually kept in the property.

☒ Special Condition 8 – Obligations Joint and Several

- 8.1 If there shall be more than one purchaser, the agreements and obligations of the purchaser and the conditions under this contract shall bind them and any two or more of them jointly and each of them severally.

☒ Special Condition 9 – Stamp Duty - Purchasers Buying Unequal Interests

- 9.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 9.2 If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional stamp duty which may be assessed as a result of the variation.
- 9.3 The purchaser(s) fully indemnify (both jointly and severally) the vendor, the vendor's estate agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional stamp duty payable as a result of the proportions in the Transfer of Land differing from those in the contract.
- 9.4 This special condition will not merge on completion but shall ensure for the benefit of the vendor.

☒ Special Condition 10 – Safety

- 10.1 The purchaser must not raise any requisition or objection or claim any compensation in relation to anything done by the vendor which the vendor considers necessary for the safety or protection of the property or any person on or near the property or for the protection of the interest of any occupier of the property.
- 10.2 Any change made within the property in accordance with special condition 10.1 must be communicated to the purchaser no later than 5 days before settlement and be removed by the vendor if requested by the purchaser with completion no later than settlement date.

☒ Special Condition 11 – Guarantee of Company

- 11.1 If the purchaser is a company, the purchaser shall forthwith contemporaneous with the execution of this contract procure the execution of guarantees of this contract (incorporating indemnities) by all of its directors and/or shareholders and/or the person or persons who sign this contract on its behalf as the vendor shall reasonably require. The said guarantees shall be in the form that is annexed hereto in Schedule 1. In the event that such guarantees cannot be executed as at the date of signing this contract then such further guarantee/s shall be executed within seven (7) days of same being requested by the vendor. Any breach of this special condition shall be deemed to be a breach of the terms of this contract and shall entitle the vendor to exercise its rights pursuant to the provisions of this contract.
- 11.2 If the Nominated Purchaser is a company, such guarantee shall be executed by all of its directors and/or shareholders and/or the person or persons who sign on behalf of the Nominated Purchaser as the vendor shall reasonably require.

☒ Special Condition 12 – Trust

- 12.1 If the purchaser is buying the property as trustee of a trust then the purchaser:
- 12.1.1 must not do anything to prejudice any right of indemnity the purchaser may have under the trust;
 - 12.1.2 warrants that the purchaser has power under the trust to enter into this contract;
 - 12.1.3 is personally liable under this contract;
 - 12.1.4 warrants that the purchaser has a right of indemnity under the trust; and
 - 12.1.5 must not allow the variation of the trust or the advance or distribution of capital of the trust or resettlement of any property belonging to the trust.

☒ Special Condition 13 – Foreign Investment Legislation

- 13.1 The purchaser (and nominee if a nominee is nominated):
- 13.1.1 warrants that it is not prohibited by the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*, the *Foreign Acquisitions and Takeovers Regulations 1989 (Cth)*, the *Foreign Acquisitions and Takeovers (Notices) Regulations 1975 (Cth)*, or any other legislation (together, the “*Foreign Investment Legislation*”) or the Foreign Investment Review Board (FIRB) from purchasing the property;
 - 13.1.2 warrants that it has obtained all necessary approval required by the Foreign Investments Legislation and the FIRB to enter into this contract (if applicable);
 - 13.1.3 agrees to pay and be responsible for any fees, costs, payments, penalties or other expenses payable in accordance with the requirements of the Foreign Investments Legislation and the FIRB;
 - 13.1.4 indemnifies and releases the vendor and agrees to keep the vendor indemnified and held harmless with respect to any breach of special condition 13 or a breach of the *Foreign Investments Legislation*.

☒ Special Condition 14 – Severability

- 14.1 If any part of this contract is or becomes void or unenforceable or is illegal then that part shall if possible be read down and construed as far as is necessary to be legal and enforceable or (if such is impossible) shall be severed from this contract to the intent that all parts that shall not be or become void or unenforceable or illegal shall remain in full force and effect and be unaffected by such severance. So far as may be legally permissible the provisions of any Act (Federal or State present or future) shall not apply to this contract so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise detrimentally affect any rights, remedies or powers of the vendor.

☒ Special condition 15 – Non-Merger

- 15.1 Any provision of this contract which is capable of taking effect after Settlement of this contract shall not merge on Settlement but shall continue in full force and effect.

☒ Special Condition 16 – Waiver

- 16.1 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any other power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

☒ Special Condition 17 – Reading Down

- 17.1 The conditions of this contract shall be so construed as not to infringe the provision of any Act whether State or Federal but if any such condition on its true interpretation does infringe any such provision or is otherwise void or unenforceable that condition shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation and in the event that the infringing condition cannot be so read down it shall be deemed to be void and severable and the remaining conditions of this contract shall have full force and effect.

☒ Special Condition 18 – Due Diligence Checklist

- 18.1 The purchaser acknowledges that the Due Diligence Checklist as required by the *Sale of Land Amendment Act 2014* was made available to the purchaser at the time the property was offered for sale.

☒ Special Condition 19 – Sale by Auction

- 19.1 If the property is offered for sale by public auction, the contract is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land (Public Auctions) Regulations 2014 (Vic)*, or any rules prescribed by regulation which modify or replace those rules.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the 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 the header 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* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

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

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

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties online 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.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use 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 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land 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 deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
 - (d) 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.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the 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 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic 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 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic 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.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20 LOAN

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

21 BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of 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 a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

23 ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the * *supply* for the purposes of section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an * *amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is * *new residential premises* or * *potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14 -255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract * *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through 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 *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser 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 *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

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

SCHEDULE 1 Guarantee and Indemnity**Date
Party**

202

_____ of _____, in the State of Victoria

_____ of _____, in the State of Victoria

(Guarantor)**Background**

- A. The purchaser has entered into the Contract with the Vendor.
- B. The Guarantor has agreed to provide the guarantee and indemnity to the Purchaser on the terms and conditions contained in this Guarantee.

Operative Provisions.**1. DEFINITIONS AND INTERPRETATIONS****1.1 Definitions**

In this Guarantee:

Contract means the attached contract of sale between the Vendor and the Purchaser;**Guarantee** means this deed of guarantee and indemnity;**Purchaser** means the Purchaser described in the Particulars of Sale in the Contract;**Vendor** means the Vendor described in the Particulars of Sale in the Contract.**1.2 Interpretation**

In this Guarantee, unless the context or circumstances:

- (a) words importing any one gender include the other genders;
- (b) words importing persons are deemed to include all bodies and associations, whether corporate or unincorporated, and vice versa;
- (c) words (including defined terms) importing the singular include the plural and vice versa;
- (d) the headings in this Guarantee are for convenience and reference only and will not be construed as affecting the meaning or interpretation of this Guarantee.
- (e) the first letters of words and expressions defined in this Guarantee are indicated by capital letters for convenience and the absence of a capital letter does not alone imply that the word or phrase is used with a meaning different from that given by its definition;
- (f) a reference to a statute or regulation, or to a provision of a statute or regulation, includes a reference to that statute, regulation or provision as amended, consolidated, replaced or re-enacted from time to time;
- (g) the obligations imposed and the benefits conferred under this Guarantee on each of the parties will be binding and enure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns;
- (h) a reference to any party to this Guarantee shall include that party's successors in title, legal personal representatives and permitted assigns;
- (i) where a party comprises two or more persons, all covenants and agreements by that party binds such two or more persons jointly and severally unless expressed to be only several.

2. Guarantee

The Guarantor agrees to guarantee and indemnify the Vendor as follows:

- (a) The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within fourteen days of the date for each payment as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.
- (b) The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within fourteen days after the due date for observance or performance as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.
- (c) The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in

respect of any other guarantee or security) or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by the Vendor.

- (d) All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has paid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove for the total indebtedness of the Purchaser.
- (e) In the event of the liquidation or bankruptcy of the Purchaser the guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in the Guarantee.
- (f) The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
- (g) The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded its powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
- (h) If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
- (i) Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its Solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the day next following the day of posting.

3. Continuing Guarantee

This Guarantee will be a continuing guarantee and will not be discharged by the winding up of any of the Purchaser or the Guarantor.

4. Liability of Guarantor not to be Affected

This Guarantee will not be affected by:

- (a) any waiver or indulgence whether as to time or otherwise;
- (b) any variation of the terms of the Contract;
- (c) any want of capacity or due execution by the Purchaser; or
- (d) any other matter or thing which but for this clause would modify or abrogate the liability of the Guarantor.

5. Guarantor not to Compete

The Guarantor will not compete with the Vendor for any dividend or distribution in any winding up, scheme of arrangement or official management of the Purchaser.

6. Principal Obligation

This Guarantee will be a principal obligation and will not be treated as ancillary to or collateral with any other obligations whatever and in particular will be independent of the Contract to the intent that the Guarantee will be enforceable without first taking any steps or proceedings against the Purchaser.

Executed as a Deed:

Signed Sealed and Delivered by the Guarantor in Victoria)
in the presence of:)
.....	Signature of the Guarantor
Signature of Witness	Name:
.....	
Name of Witness	

Signed Sealed and Delivered by the Guarantor in Victoria)
in the presence of:)
.....	Signature of the Guarantor
Signature of Witness	Name:
.....	
Name of Witness	

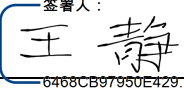
Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	57 Rose Grange Boulevard, Tarneit 3029	
Vendor's name	Jing Wang	Date / /
Vendor's signature	<div><div>簽署人：  6468CB97950E429...</div>11/10/2024</div>	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

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

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

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a)

The land is NOT to be transferred under the agreement unless the square box is marked with an 'X'

☐
- (b)

The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an 'X'

☐
- (c)

The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an 'X'

☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.
Any of the following certificates or notices must be attached if there is a GAIC recording.
The accompanying boxes marked with an 'X' indicate that such a certificate or notice that is attached:

- (a)

Any certificate of release from liability to pay a GAIC

☒
- (b)

Any certificate of deferral of the liability to pay the whole or part of a GAIC

☐
- (c)

Any certificate of exemption from liability to pay a GAIC

☐
- (d)

Any certificate of staged payment approval

☐
- (e)

Any certificate of no GAIC liability

☐
- (f)

Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability

☐
- (g)

A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

☐

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

- 9.1

(a)

Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

10.2. Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.
Not Applicable.

10.3. Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the

meaning of the *Subdivision Act 1988* is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

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

VOLUME 11206 FOLIO 189

Security no : 124118505106F

Produced 24/09/2024 12:38 PM

LAND DESCRIPTION

Lot 834 on Plan of Subdivision 530043A.
PARENT TITLE Volume 11151 Folio 069
Created by instrument PS530043A 01/06/2010

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

JING WANG of 608/3 YUEGUANG PLAZA LONGJIANG XIAOQU GULOU DISTRICT NANJING
JIANGSU PROVINCE CHINA 210036
AH838697A 15/03/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH838698X 15/03/2011
WESTPAC BANKING CORPORATION

COVENANT PS530043A 01/06/2010

COVENANT AH838697A 15/03/2011

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

DIAGRAM LOCATION

SEE PS530043A 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: 57 ROSE GRANGE BOULEVARD TARNEIT VIC 3029

ADMINISTRATIVE NOTICES

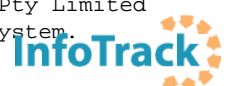
NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

DOCUMENT END

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TRANSFER OF LAND**Section 45 Transfer of Land Act 1958****Lodged by:**

Name:

Phone:

Address:

Scott Ashwood P/L
Code 1557Q

Ref:

Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)***Certificate of Title Volume 11206 Folio 189** ✓

LOT 834

PS 530043A

Estate and Interest: *(e.g. "all my estate in fee simple")***ALL ITS ESTATE IN FEE SIMPLE**

Consideration:

\$192,000.00 ✓Transferor: *(full name)***ROSE GRANGE PTY LTD ACN 096 230 705**Transferee: *(full name and address including postcode)***JING WANG of 608/3 Yueguang Plaza, Longjiang Xiaoqu, Gulou District, Nanjing, Jiangsu Province China 210036**Directing Party: *(full name)***NIL**

Creation and/or Reservation of easement and/or Covenant

AND the said Transferee/s with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for themselves their heirs executors administrators and transferees and as separate covenant covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision and every part or parts thereof other than the lot hereby transferred that the said Transferee/s their heirs executors administrators and transferees shall not at any time on the said lot hereby transferred or any part or parts thereof:-

Approval No. 13890911A

ORDER TO REGISTER

Please register and issue title to

T2

Page 1 of 2

Signed

Cust. Code



Anstat Pty Ltd

THE BACK OF THIS FORM MUST
Land Registry, 570 Bourke Street, Melbourne 3008

STAMP DUTY USE ONLY

Scott Ashwood Pty Ltd	
DRS	AP 414
Consideration	\$5,590.00
Trans No.	\$192,000.00
Endorse Date	3098/2011
Section	09/03/2011
Original	

464158398978

Privacy Collection

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AH838697A

15/03/2011 \$595 45

**MADE AVAILABLE**

Office Use Only

- (a) Erect or cause to be erected more than a single dwelling.
- (b) Erect or cause to be erected any dwelling or works other than a dwelling or works that comply with the Rose Grange Urban Design Requirements, Stage 33.
- (c) Erect or cause to be erected any dwelling with a floor area less than the minimum specified in the Rose Grange Urban Design Requirements, Stage 33.
- (d) Erect or cause to be erected any dwelling and or garage other than a dwelling and or garage with external walls constructed predominantly with face brickwork, rendered bagged brick or stone or such other materials approved by the Transferor in writing.
- (e) Erect or cause to be erected any dwelling and or garage unless all building rubbish waste debris and litter is contained within the lot hereby transferred.
- (f) Erect or cause to be erected any boundary fence other than as approved in the Rose Grange Urban Design Requirements, Stage 33.
- (g) Park any motor vehicle with a load capacity in excess of 1 tonne and used for commercial purposes between the front boundary of the lot hereby transferred and the front building line of the house erected thereon or on the road reserve.

The covenant shall cease to apply or affect the burdened land five (5) years from the registration of the plan.

Dated: 7/3/11

AH838697A

15/03/2011 \$595

45



Executed by Rose Grange Pty Ltd ACN
096 230 705 by its attorney **CHRISTOPHER STANLEY**
under Power of Attorney dated 4 May 2010
in the presence of: **JOHNSON**

Witness:

Signed by the said Transferee
in the presence of:

Jing Wang

Witness:

Approval No. 13890911A

T2

Page 2 of 2



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010



Imaged Document Cover Sheet

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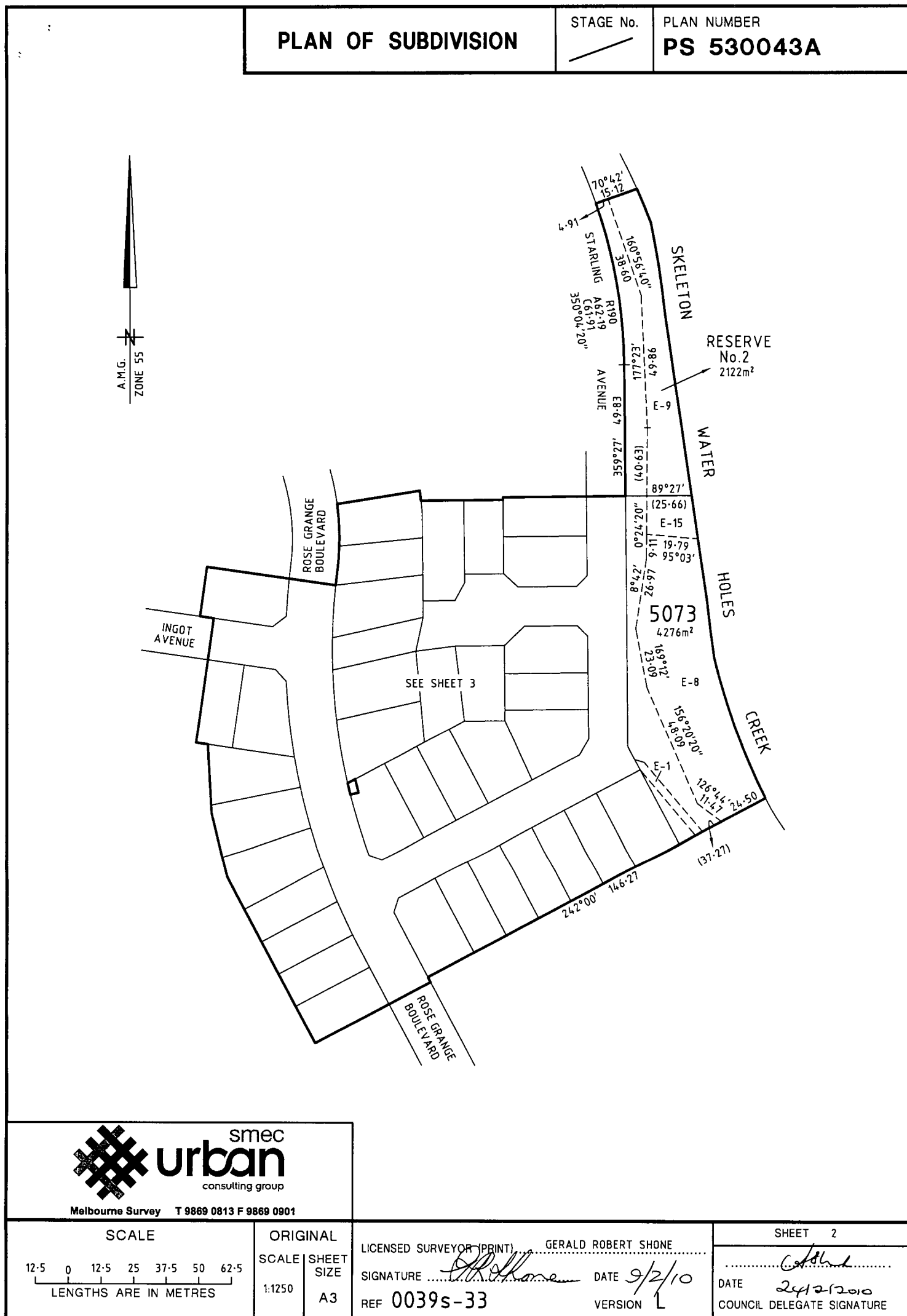
Document Type	Plan
Document Identification	PS530043A
Number of Pages (excluding this cover sheet)	5
Document Assembled	24/09/2024 12:43

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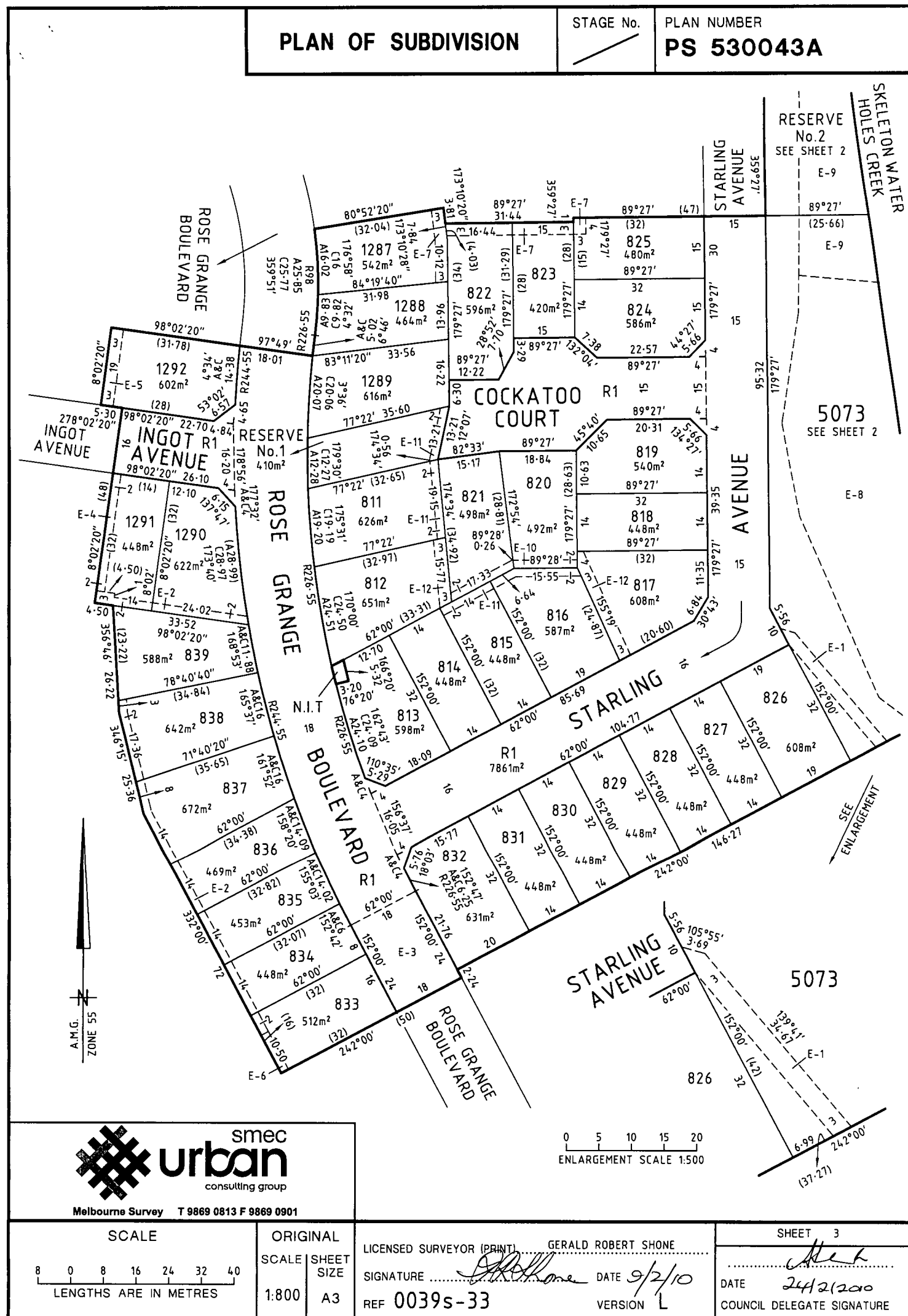
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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		STAGE No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LR USE ONLY EDITION 1	PS530043A 27/05/2010 \$5208 PS 	
LOCATION OF LAND PARISH: TARNEIT TOWNSHIP: SECTION: 12 CROWN ALLOTMENT: CROWN PORTION: A(PART), B(PART) & C(PART) TITLE REFERENCES: LAST PLAN REFERENCE/S: PS 618535P (LOT 5070) POSTAL ADDRESS: LOT 5070 ROSE GRANGE BOULEVARD (At time of subdivision) TARNEIT, 3029 AMG Co-ordinates (of approx centre of land in plan) <div style="display: flex; justify-content: space-between;"> <div>E 297 800 N 5 809 300 ZONE 55</div> </div>		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: WYNDHAM CITY COUNCIL REF: WYP 0852 WYS 1389 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6. 16/10/2009 3. This is a statement of compliance issued under Section 24 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate <i>[Signature]</i> Council Seal Date 24/2/2010			
VESTING OF ROADS AND/OR RESERVES		NOTATIONS			
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is/is not a staged subdivision. Planning permit No.			
ROAD R1 RESERVE No.1 RESERVE No.2	WYNDHAM CITY COUNCIL WYNDHAM CITY COUNCIL WYNDHAM CITY COUNCIL	DEPTH LIMITATION DOES NOT APPLY OTHER PURPOSES OF THE PLAN: REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-8 ON PS 618535P AS AFFECTS STARLING AVENUE ON THIS PLAN. REMOVAL OF DRAINAGE, SEWERAGE & POWERLINE EASEMENT E-7 AND THE DRAINAGE, SEWERAGE & POWERLINE COMPONENTS OF EASEMENT E-3 ON PS 618535P AS AFFECTS ROSE GRANGE BOULEVARD ON THIS PLAN. REMOVAL OF POWERLINE EASEMENT E-6 ON PS 618535P AS AFFECTS ROSE GRANGE BOULEVARD & INGOT AVENUE ON THIS PLAN. REMOVAL OF THOSE PARTS OF DRAINAGE & SEWERAGE EASEMENT E-2 ON PS 618535P AS AFFECT ROSE GRANGE BOULEVARD & LOT 839 ON THIS PLAN. REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-1 ON PS 618535P AS AFFECTS STARLING AVENUE & LOT 817 ON THIS PLAN. VARIATION OF THAT PART OF EASEMENT E-1 ON PS 618535P THAT IS WITHIN LOT 5073 TO ACCORD WITH THE POSITION SHOWN ON THIS PLAN. REMOVAL OF THAT PART OF SEWERAGE EASEMENT E-4 ON PS 618535P AS AFFECTS INGOT AVENUE ON THIS PLAN. GROUND'S FOR REMOVAL & VARIATION: BY AGREEMENT UPON REGISTRATION OF THIS PLAN UNDER SEC. 6(1)(K) SUB. ACT 1988 SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY.			
WATERWAY NOTATION: RESERVE No. 2 IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE RESTRICTIONS NOTATION: SEE SHEET 4 FOR RESTRICTION A BURDENING LOTS 814, 815, 818, 823, 827 to 831, 834 & 1291 AND SHEET 5 FOR RESTRICTION B BURDENING LOTS 811 TO 839 AND 1287 TO 1292 AND FOR RESTRICTION C BURDENING LOTS 826 TO 832.		<div style="display: flex; justify-content: space-between;"> <div>ROSE GRANGE 2.898ha</div> <div>STAGE 33 35 LOTS</div> </div>			
EASEMENT INFORMATION				LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 27/5/10	
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				LR USE ONLY PLAN REGISTERED TIME 2:01 DATE 1/6/10 Randall McDonald Assistant Registrar of Titles SHEET 1 OF 5 SHEETS	
Easement Reference	Purpose	Width (Metres)	Origin		Land Benefited/In Favour Of
SEE SHEET 5 FOR EASEMENT DETAILS					DATE 24/2/2010 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
 Melbourne Survey T 9869 0813 F 9869 0901		LICENSED SURVEYOR (PRINT)..... GERALD ROBERT SHONE SIGNATURE <i>[Signature]</i> DATE 9/2/10 REF 0039s-33 VERSION L			



PS 530043A



PLAN OF SUBDIVISION		STAGE No.	PLAN NUMBER PS 530043A
<div><div><p>COCKATOO COURT</p></div><div><p>INGOT AVENUE</p></div><div><p>STARLING AVENUE</p></div><div></div></div> <div><p>SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'A'</p><p>The following restriction shall be created upon registration of the Plan of Subdivision.</p><p>LAND TO BENEFIT: Lots 811 to 839 & 1287 to 1292.</p><p>LAND TO BE BURDENED: Lots 814, 815, 818, 823, 827 to 831, 834 & 1291.</p><p>DESCRIPTION OF THE RESTRICTION: The registered proprietor or proprietors for the time being of the burdened lot shall not:</p><ol style="list-style-type: none">1. Construct any dwelling inside the area shown shaded on this schedule unless further approval is granted by the Responsible Authority. A garage, carport or car accommodation may be located in the shaded area along the side boundary but not within 5 metres of the frontage.</div> <div></div>			
<p>Melbourne Survey T 9869 0813 F 9869 0901</p>		ORIGINAL SCALE 1:500 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE SIGNATURE <i>G. Shone</i> DATE 9/2/10 REF 0039S-33
SCALE LENGTHS ARE IN METRES 0 5 10 15 20 25		SHEET 4 DATE 24/2/2010 COUNCIL DELEGATE SIGNATURE	
		VERSION 1	

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	/	PS 530043A

CREATION OF RESTRICTION 'B'

Upon registration of this plan the following restriction is created.

LAND TO BENEFIT:

Lots 811-839 and 1287-1292

LAND TO BE BURDENED:

Lots 811-839 and 1287-1292

DESCRIPTION OF RESTRICTION:

The registered proprietor or proprietors for the time being of the burdened lot shall not:

Construct any garage, carport or similar (whether attached to a dwelling or not) that is not setback at least 5 metres from the front title boundary.

CREATION OF RESTRICTION 'C'

Upon registration of this plan the following restriction is created.

LAND TO BENEFIT:

Lots 826 to 832

LAND TO BE BURDENED:

Lots 826 to 832

DESCRIPTION OF RESTRICTION:

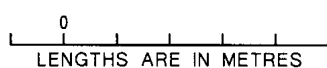

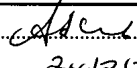
The registered proprietor or proprietors for the time being of the burdened lot shall not:

On any burdened lot construct or allow to be constructed along any side or rear boundary, which abuts a public open space, any fence which is not 50% permeable above a height of 1.5 metres above ground.

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	SEWERAGE	SEE PLAN	PS 512669G	CITY WEST WATER LTD
E-2	DRAINAGE	SEE PLAN	PS 506703U	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	PS 506703U	CITY WEST WATER LTD
E-3	CARRIAGEWAY	18	PS 506703U	LOT 5019 ON PS 506703U
E-4	SEWERAGE	SEE PLAN	PS 527040A	CITY WEST WATER LTD
E-5	DRAINAGE	SEE PLAN	PS 527040A	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	PS 527040A	CITY WEST WATER LTD
E-6	DRAINAGE	2	PS 500665H	WYNDHAM CITY COUNCIL
	SEWERAGE	2	PS 500665H	CITY WEST WATER LTD
E-7	DRAINAGE	SEE PLAN	PS 618535P	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	PS 618535P	CITY WEST WATER LTD
E-8	DRAINAGE & FLOODWAY	SEE PLAN	PS 512669G	MELBOURNE WATER CORPORATION
E-9	DRAINAGE & FLOODWAY	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-10	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
E-11	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER LTD
E-12	DRAINAGE	SEE PLAN	THIS PLAN	WYNDHAM CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	CITY WEST WATER LTD



Melbourne Survey T 9869 0813 F 9869 0901

SCALE  LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) GERALD ROBERT SHONE SIGNATURE  DATE 9/2/10 REF 0039s-33 VERSION L	SHEET 5  DATE 24/2/2010 COUNCIL DELEGATE SIGNATURE
---	---	--	--

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.

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 October 2024 02:06 PM

PROPERTY DETAILS

Address: 57 ROSE GRANGE BOULEVARD TARNEIT 3029
Lot and Plan Number: Lot 834 PS530043
Standard Parcel Identifier (SPI): 834\PS530043
Local Government Area (Council): WYNDHAM www.wyndham.vic.gov.au
Council Property Number: 182891
Planning Scheme: Wyndham [Planning Scheme - Wyndham](#)
Directory Reference: Melway 202 J3

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Greater Western Water
Melbourne Water: Inside drainage boundary
Power Distributor: POWERCOR

STATE ELECTORATES

Legislative Council: WESTERN METROPOLITAN
Legislative Assembly: TARNEIT

OTHER

Registered Aboriginal Party: Bunurong Land Council Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

PLANNING PROPERTY REPORT

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aqv.nrms.net.au/aqvQuestion1.aspx>

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



PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 7 October 2024.

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

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

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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Read the full disclaimer at <https://www.delwp.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).

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 10 October 2024 02:06 PM

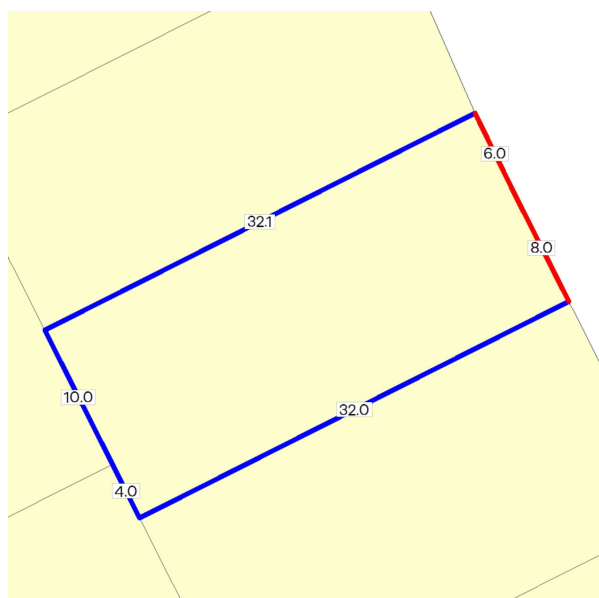
PROPERTY DETAILS

Address: **57 ROSE GRANGE BOULEVARD TARNEIT 3029**
 Lot and Plan Number: **Lot 834 PS530043**
 Standard Parcel Identifier (SPI): **834\PS530043**
 Local Government Area (Council): **WYNDHAM**
 Council Property Number: **182891**
 Directory Reference: **Melway 202 J3**

www.wyndham.vic.gov.au

SITE DIMENSIONS

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



Area: 448 sq. m

Perimeter: 92 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **TARNEIT**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1071948

APPLICANT'S NAME & ADDRESS

TNS LAWYERS C/- INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

WANG, JING

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

412539

This certificate is issued for:
LOT 834 PLAN PS530043 ALSO KNOWN AS 57 ROSE GRANGE BOULEVARD TARNEIT
WYNDHAM CITY

The land is covered by the:
WYNDHAM PLANNING SCHEME

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

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/wyndham>
Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

24 September 2024
Sonya Kilkenny
Minister for Planning

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

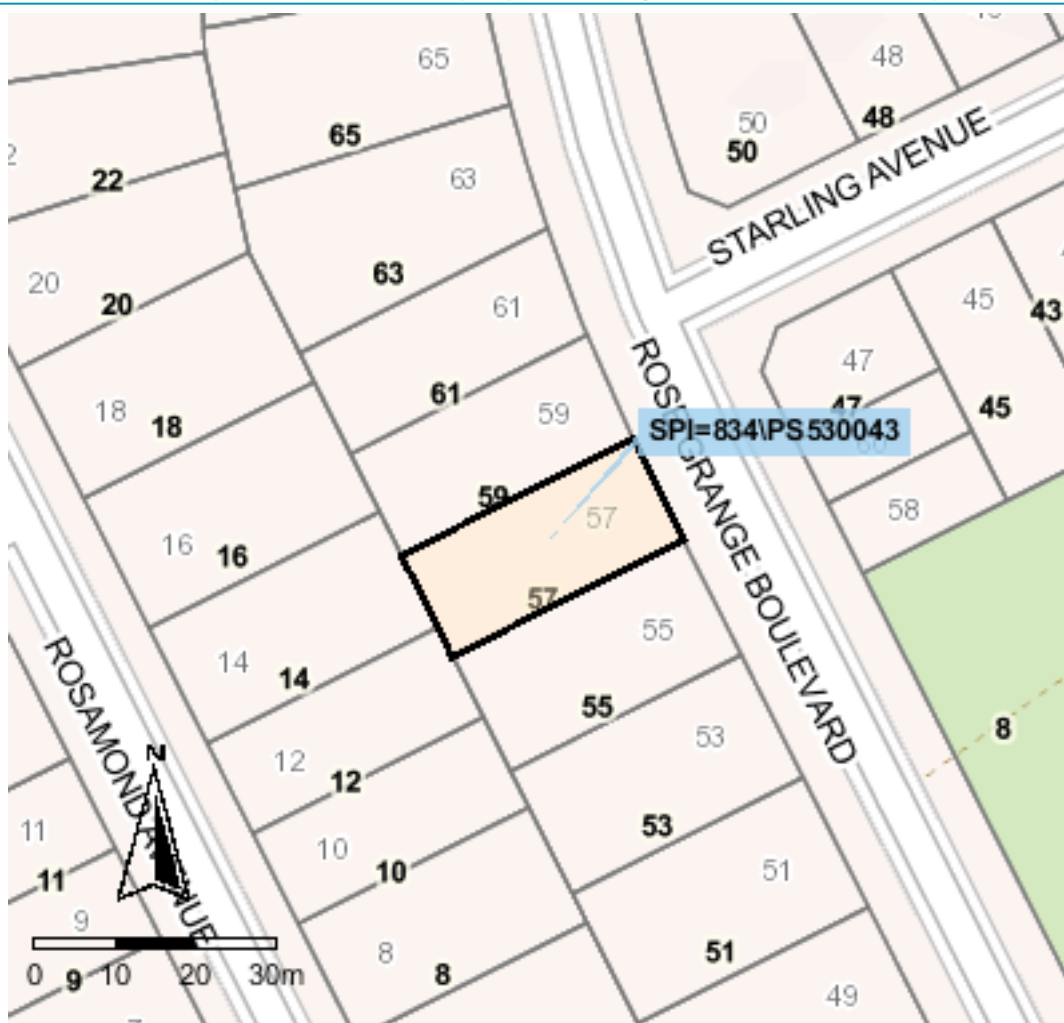
Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

Property Clearance Certificate

Land Tax



INFOTRACK / TNS LAWYERS

Your Reference:	24522
Certificate No:	80062686
Issue Date:	25 SEP 2024
Enquiries:	MXS26

Land Address:	57 ROSE GRANGE BOULEVARD TARNEIT VIC 3029
---------------	---

Land Id	Lot	Plan	Volume	Folio	Tax Payable
37996975	834	530043	11206	189	\$18,463.24

Vendor: JING WANG

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS JING WANG	2024	\$405,000	\$18,463.24	\$0.00	\$18,463.24

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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



Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$620,000
SITE VALUE:	\$405,000
CURRENT LAND TAX CHARGE:	\$18,463.24



Notes to Certificate - Land Tax

Certificate No: 80062686

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,665.00

Taxable Value = \$405,000

Calculated as \$1,350 plus (\$405,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY


Billers Code:5249

Ref: 80062686

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: 80062686

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / TNS LAWYERS

Your Reference:	24522
Certificate No:	80062686
Issue Date:	25 SEP 2024
Enquires:	MXS26

Land Address: 57 ROSE GRANGE BOULEVARD TARNEIT VIC 3029					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
37996975	834	530043	11206	189	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	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:	\$620,000
SITE VALUE:	\$405,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80062686

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / TNS LAWYERS

Your Reference:	24522
Certificate No:	80062686
Issue Date:	25 SEP 2024

Land Address: 57 ROSE GRANGE BOULEVARD TARNEIT VIC 3029

Lot	Plan	Volume	Folio
834	530043	11206	189

Vendor: JING WANG

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 80062686

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

<div><div>BPAY</div><div><div></div><div>Billers Code: 416073 Ref: 80062680</div></div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div>CARD</div><div><div></div><div>Ref: 80062680</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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Contact Name Kellie Myles
Telephone 13 21 61
Facsimile 03 9628 6853
Your Ref: 74343062-012-6

26 September 2024

TNS Lawyers
c/- Landata
GPO Box 527
MELBOURNE VIC 3001

Dear Sir/Madam,

Growth Areas Infrastructure Contribution (GAIC)

57 Rose Grange Boulevard, Tarneit (Volume 11206 Folio 189) - (the land)

Thank you for your Application for a Growth Areas Infrastructure Contribution (GAIC) Certificate dated 24 September 2024 in respect of the land.

GAIC applies to certain land in excess of 0.41 hectares (1 acre) in the contribution area as defined by Section 201RC of the *Planning and Environment Act 1987* (PEA). Only certain lands in the designated growth area municipalities of Cardinia, Casey, Hume, Melton, Mitchell, Whittlesea and Wyndham may be subject to GAIC.

The Commissioner of State Revenue is satisfied that the land is not subject to GAIC as defined in the PEA at this time.

Applications for GAIC certificates may be made, at no charge, via the State Revenue Office (SRO) website at www.sro.vic.gov.au

For further details regarding GAIC, please visit the SRO website or telephone 13 21 61.

Yours sincerely

A handwritten signature in blue ink that reads "Kellie Myles".

Kellie Myles
Senior Customer Service Officer
Land Revenue Administration Branch



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Email

1300 023 411
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

ABN: 38 393 903 860

Your Ref: 412539

Our Ref: wLIC08953/24

Date: 24/09/2024

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2025
Assessment No: 182891
Certificate No: wLIC08953/24
All Enquiries and Updates to 1300 023 411

182891

Property Description: V 11206 F 189 L 834 PS 530043 Tarneit Parish
AVPCC Code: 110 - Detached Home
Property Situated: 57 Rose Grange Boulevard
TARNEIT VIC 3029

Site Value	\$390000	CIV	\$630000	NAV	\$31500
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The level of valuation is 01/01/2024.
The Date Valuation was adopted for rating purposes is 01/07/2024.

Current Year's Rates		
General DL Rates		\$1384.11
Municipal Charge		\$51.27
Garbage Charge		\$392.40
Green Waste Charge		\$98.45
Fire Services Levy		\$140.25
Current Rates Levied	\$2066.48	
Less Payments		(\$467.48)
Balance Outstanding		\$1599.00

TOTAL OUTSTANDING	\$1599.00
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Council strongly recommends that an updated certificate be sought prior to any settlement of land or other reliance on this certificate. A written update will be provided free of charge for up to 3 months after the date of issue.



This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, the Local Government Act 1989 or under a local law of the Council and the specified flood level by the Council (if any).

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.

OTHER INFORMATION NOTICES AND ORDERS:

There is no potential Liability for Rates under the Cultural and Recreational Lands Act 1974.

There is no potential Liability for the Land to become Rateable under Section 173 or 174A of the Local Government Act 1989.

There is no Outstanding Amount to be paid for Recreational Purposes or any transfer of Land required to be made to Council for Recreational Purposes under the Local Government Act 1958.

LAND CLEARANCE CHARGES:

Directions to maintain vacant land to Council requirements all year round are in place under the Local Law.

Although there may be no charges shown on the Certificate, it is possible that a Charge OR a Notice to Comply to maintain the vacant land as required may exist by settlement date.

Please contact Council's City Resilience Department via email at mail@wyndham.vic.gov.au to check if there are any pending Charges that are not listed but which may transfer with the property to the new owner.

NOTE: Whilst all efforts have been made to ensure that the information contained in this Certificate is accurate and reflects the current records of the City as at the date of the Certificates issue, information contained in the Certificate is subject to regular update and it is strongly recommended that an updated Certificate be sought immediately prior to any settlement of land or other reliance on this Certificate.

I hereby certify that as at the Date of Issue the information given in this Certificate is a true and correct disclosure of Rates and other Monies payable to the Wyndham City Council, together with any Notice or Orders referred to in this Certificate

APPLICANT: Landata

RECEIVED THE SUM OF \$29.70 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC08953/24



Ade Adeleke/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Billers Code: 76869

Customer Reference Number: 1836157

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 1836157

Land Clearance Charge (if applicable)

See Reference Number above

Cheque Payment

Send cheque made payable to Wyndham City Council and a **copy of this LIC** to PO Box 197, Werribee, VIC 3030



Civic Centre
Postal

45 Princes Highway, Werribee, Victoria 3030, Australia
PO Box 197, Werribee, Victoria 3030, Australia

Telephone
Facsimile
Email

(03) 1300 023 411
(03) 9741 6237
mail@wyndham.vic.gov.au
www.wyndham.vic.gov.au

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 412539

Our Ref: w2024C45231

24 September 2024

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 57 Rose Grange Boulevard TARNEIT VIC 3029

A search of Building Services records for the preceding 10 years has revealed no permits were issued during this time.

Determinations made under Regulation 64(1) or exemptions granted under regulation 231(2)

Council has no records of any determinations or exemptions granted. Check current Building or Occupancy Permits for these details.

Outstanding orders or notices

Our records show that there are no outstanding notices or orders under the Building Regulations. However, it is to be noted that we have not conducted an inspection of the property in regard to this enquiry and that this does not preclude Council from taking action on any illegal building works subsequently identified.

Make your own enquiries

The information supplied in this letter is based solely on current Building Services records. We have made no enquiries beyond consulting these records. Consequently we recommend that you make your own enquiries for any specific details you may require.

Personal safety

In the interests of personal safety, we also remind you that:

- All residential properties with existing swimming pools or spas must have compliant safety pool fencing
- If smoke alarms have not been installed in a residential property, they must be installed by the new owner within 30 days of property settlement.

Failure to comply with either of these requirements may result in significant fines and Court prosecution.

Disclaimer

We expressly disclaim any liability for loss, however occasioned from reliance upon the information herein.

If you have any questions about this letter, please contact Building Services on (03) 9742 0716 or email mail@wyndham.vic.gov.au.

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Phil Wilson'.

PHILIP WILSON
CO ORDINATOR BUILDING SERVICES



Information Statement Certificate

Reference number

74343062-026-3

Date of issue

09/10/2024

Total amount

\$716.63

Total amount to end of June 2025 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2025, as well as any relevant orders, notices and encumbrances applicable to the property, described hereafter.

Service address 57 ROSE GRANGE BOULEVARD, TARNEIT, VIC, 3029

Property number 1110720000

Title(s) 834/PS530043

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY
Biller code: **8789**
Ref: 30600100007
Go to **bpay.com.au**



Australia Post
Billpay code: **0362**
Ref: 030600100007
Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app

Network Charge Type	Annual Charge 01/07/2024 - 30/06/2025	Billing Frequency	Outstanding Amount
WATERWAYS & DRAINAGE CHARGE	122.09	Quarterly	122.09
PARKS CHARGE	87.19	Quarterly	87.19
WATER NETWORK CHARGE	220.28	Quarterly	220.28
SEWERAGE NETWORK CHARGE	287.07	Quarterly	287.07
RECYCLED WATER NETWORK CHARGE	N/A	Quarterly	N/A
FIRE SERVICES CHARGE	N/A	Quarterly	N/A
TOTAL	716.63		716.63

Network charges owing to 30/06/2024	\$0.00
Network charges owing for this financial year	\$716.63
Volumetric charges owing	\$0.00
Adjustments	\$0.00
BALANCE including unbilled network charges	\$ 716.63

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licensed for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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.

Pursuant to section 144 of the Water Act 1989 Greater Western Water has declared this property to be a serviced property for the purpose of: (a) Water supply; and (b) Sewerage services. Pursuant to section 145 of the Water Act 1989, certain conditions of connection bind the owner and occupier of the property while it is connected to any of the services. For further information or to obtain conditions of connection, telephone 13 44 99 or visit www.gww.com.au.

General information

If a final meter reading is required for settlement purposes, please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading will not be available for at least two business days after the meter is read. An account for charges from the last meter read date to the final meter read date will be forwarded to the vendor of the property.

Please contact Greater Western Water prior to settlement on 13 44 99 for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

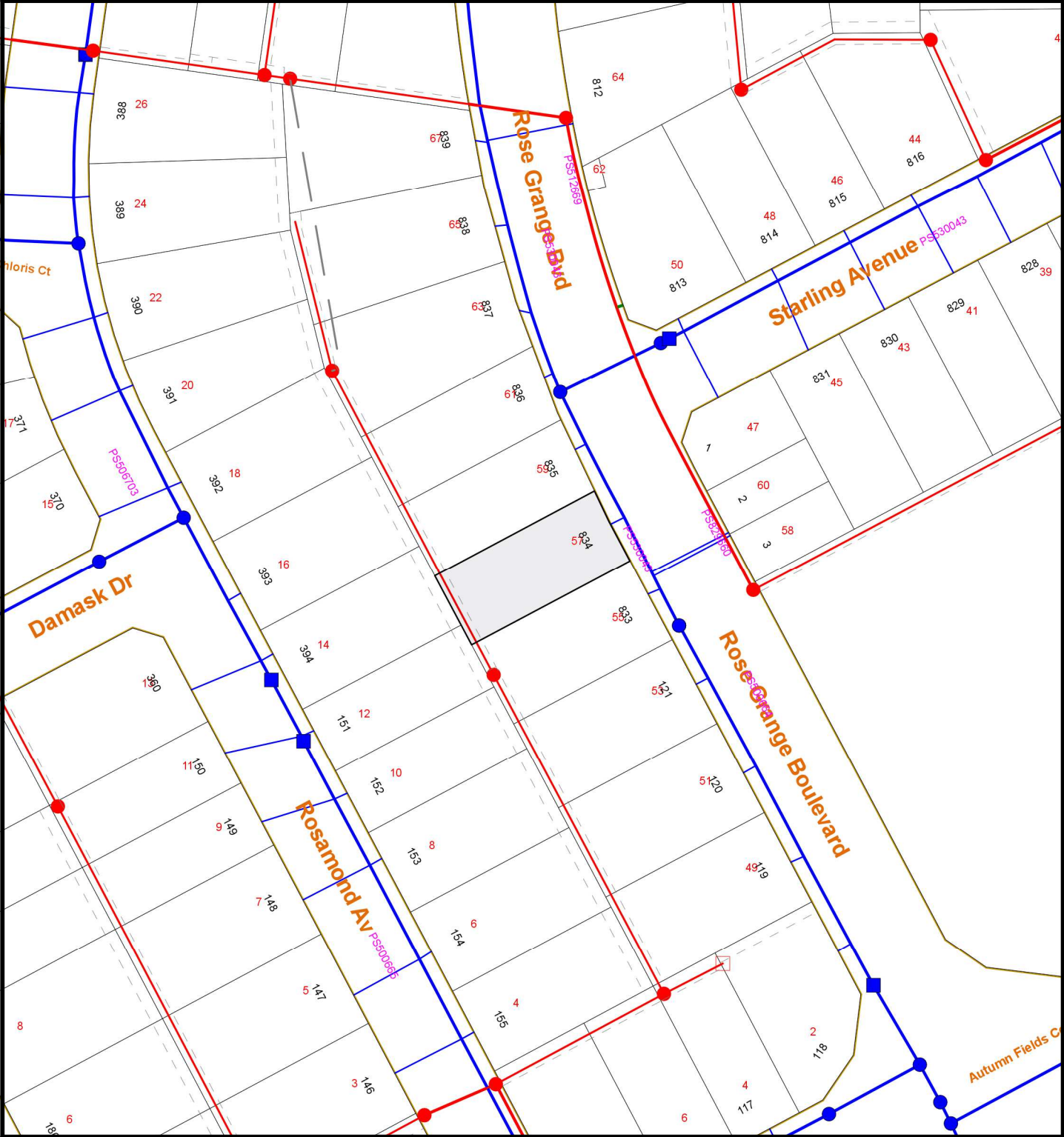
Authorized Officer,

A handwritten signature in black ink, appearing to read 'R. Charrett', with a horizontal line underneath.

Rohan Charrett
General Manager, Customer Service
Greater Western Water Corporation

INFORMATION STATEMENT PLOT

Address : 57 ROSE GRANGE BOULEVARD TARNEIT VIC 3029
Reference : PID000270111



Scale 1:1000
Printed on : 09/10/2024

Water Main DOES NOT traverse property
Sewer Main DOES traverse property



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



Welcome to Everywhere Real Estate.

Rental Payments

Rent is to be paid through Electronic Funds Transfer (EFT). Please ensure that your rent is paid in time to reach our office at least 4 days before your due date. This will ensure that your rental payments do not fall into arrears.

Please see attached as to how rent is to be paid.

Condition Report

In your sign up appointment, you were given a "CONDITION REPORT". This is an accounting of all the properties details which your Property Manager has recorded. Naturally, there may be things that we are unaware or possibly may have overlooked. For this reason, we kindly request that during the moving in process you record any details that you feel we may have left out and return it to us within 5 working days. If you do not return the condition report within the 5 days we will assume that you did not find any discrepancies/issues and that you agree with the details of our report and that will be the one we use to company with at the end of your tenancy. If you have not returned the report but found discrepancies/issues you will be held responsible for these at the end of the tenancy.

Maintenance issues

Should you have any maintenance issues throughout your tenancy, please be advised that we require written notification (either via email or text message). This is our company policy and is our way of protecting both yours and the landlords interest by ensuring that requests are not overlooked and can be date & time stamped.

Routine inspections/keys

You have been provided with one set of keys to the property. If you require a second/third set, it will be your responsibility to get them cut. The exact set of keys that were provided to you at the beginning of your tenancy will be expected to be returned at the end of it. We also have a set of keys to the property and will use them in case of an emergency, to allow access to maintenance people/valuators or to conduct routine inspections. You will ALWAYS be notified when someone is going to be attending the property. Your first Routine Inspection will be around your 3 month anniversary of residing at the property, then every 6 months thus after.

Electronic communication

Because of the increasing delays in postage, we will either text or email to send you notifications of inspections etc.

Contact details

It is extremely important that you keep us updated with any changed to either your phone number or email address.

Emergency contact

I am available on the mobile after hours for emergencies. If I do not answer, please leave me a message or send me a text, stating the property address, your name and the emergency. I will endeavour to get back to you as soon as I can.

DS



Arrears Policy

We have a **ZERO TOLERANCE FOR ARREARS**. Therefore, the following is what will happen if your rent does not reach us by the due date.

Rent is to be kept in advance at all times.

DAY 1 - 4 –Email or SMS

DAY 6 – Email or phone call

DAY 7 – Reminder Letter and Email

Day 10 – Overdue rent letter

Day 15 – Notice to Vacate (14 days)

Day 30 – Application to VCAT for Possession, Rent & Bond.

Please keep in mind that failing to pay your rent will result in a bad rental reference and affect your chances of acceptance for any future properties you wish to lease. You will also be responsible for the court costs, lock changes, costs of fixing damage, cleaning and rent that may be outstanding.

Everywhere RE is a member of the rental tenancies database. As part of our commitments, we will be updating the database with negative information about your tenancy if you are constantly in arrears or are evicted from the property.

We will employ the services of a debt collection agency to recoup any outstanding funds. Please note that during this process, your credit rating may be affected, which may decrease your chances of obtaining any lending in the future.

If you anticipate that you will be making a late rental payment, please call our office and will note it on your file so it does not affect your history.

If you are experiencing financial difficulties which will affect your ability to make rental payment, it is important that you speak with us as soon as possible. We are here to help!

DS



How to pay your rent

Everywhere Real Estate is a cash free office.

All rental payments are to be made via Electronic Funds Transfer (EFT) into our Trust Account.

Please ensure that payments are made **4 days prior** to your due date, so that the funds clear into our Trust Account on or before the due date.

Please note that rent payments will ONLY be acknowledged once the funds have cleared into our Trust Account. We will not acknowledge bank receipts as payment confirmation.

It is recommended that you setup and automatic transfer on your internet banking, to ensure that payments are always made.

Our Account Details:

Account Name: Everywhere Real Estate
Bank: ANZ
BSB: 013160
ACCOUNT NUMBER: 426400343

Please use the following reference when making a payment: 57ROSE

Your Rent is due on or before the 10th of every month.

Your monthly rental payment is \$1,955.00

Agent

DocuSigned by:

Dani Berko

6159B59BAC21476...

Tenant

DocuSigned by:

[Signature]

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NBN Rollout

Stelatel Communications has informed us that NBN Co.'s current service calls have been prioritised for internet service providers (TPG, iinet, Telstra, Optus). To speed up the process of having an internet connection available at your house, please contact your preferred internet provider and explain the following;

- You don't have an active phone line
- You need a new connection as your house is brand new and you currently have no phone line from the pit (street) to the house
- Explain to them that the conduit is ready from the boundary of the property to the house

In some cases, the phone operator may not understand that the house is brand new and that a phone line is NOT active. You need to stress to them that you require a new connection, otherwise they will send out the wrong contactors for connection which will delay the process.

If you incur a **"\$300 NBN co new development charge"** please let us know and email us the invoice and receipt of payment, once approved we can credit your rent.

If your Internet is FTTP (fibre to the premises) and you have a long wait for a technician to come out, please forward me your order number and we can try an arrange our contractors to speed up the process.

If you have any questions, please let us know.

Agent

DocuSigned by:

Dani Berko

6159B59BAC21476...

Tenant

DocuSigned by:

[Signature]

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WET WIPES ARE NOT TO BE FLUSHED DOWN TOILETS

It is a condition of your Rental Agreement, that no Wet Wipes are to be flushed down any toilets.

Wet Wipes claiming to be 'Flushable' or 'Biodegradable' are misleading and false. They are not permitted to be used on any toilet.

According to Australia's water services providers, blockages caused by wet wipes are costing them an estimated \$15 million a year to clear.

About 75% of all sewer blockages involve wet wipes.

Wipes claiming to be flushable have been found by The ACCC to be false and misleading. Wet Wipes may flush down toilets, but do not disintegrate. This built up leads to blockages in the sewers.

If your toilets are blocked, you'll need to follow some simple steps to unblock them.

If you are unsuccessful in unblocking your toilet, we will arrange a plumber to attend your property. The plumber will assess to cause of the blockage and if it is found to be a result of build-up of Wet Wipes and/or other items, the costs of the plumber is to be paid for entirely to the tenant/s.

By signing this form, the tenant/s acknowledge that under no circumstances, are any type of wet wipes, rubbish and other sanitary items are to be flushed down any of the toilets. The cost to unblock and rectify damages caused by these items will be paid for by the tenant/s.

Agent

DocuSigned by:
Dani Berko
6159B59BAC21476...

Tenant

DocuSigned by:
[Signature]
37B58BC4852D4F9...



Let us Connect you!

Everywhere Real Estate has teamed up with Move Me In. The comprehensive comparison services of Move Me In, provides an easy solution when it comes to home utility connections. A one stop shop for all utilities and essential services connection, we can find the best value;



Electricity



Gas



Internet



Phone



Pay TV



Removalists



End of Lease Clean

Free, Quick and Easy Service!

Our customer care team will call you and take the stress away.



Tenant Vacate Checklist

General

- All light fittings in working order, clean and free from dust and insects.
- Power points and light switches are to be wiped over to remove finger prints/grime.
- Ceiling fans to be free from dust.
- Remove cobwebs from inside and outside of property.
- All rubbish must be removed from the property.
- If pets have been kept on the premises, the property must be treated for fleas.
- External areas returned to same condition as commencement of tenancy, including gardens, pools, and garage.
- Garden to be weeded (where applicable)
- Driveways, carports and all concrete areas to be free from oil and grease stains.
- Garage floor area to be swept and be free from oil and grease stains.
- Please ensure all user manuals, modems and appliance remote controls are returned.

Bedrooms

- Built in wardrobes – tracks cleaned.
- Mirrors cleaned.
- All clothes removed.

Kitchen

- Cupboards to be washed inside and out.
- Bench tops to be washed and clean.
- Splashbacks to be washed and clean.
- Drawers to be washed and clean.
- Oven [including oven trays and racks], griller tray, Oven door top to be cleaned and free from grime.
- Cook top to be cleaned and free from grime (especially around the handles).
- Exhaust fan/range hood to be cleaned and free from oil build up (especiall on top and bottom grill).
- Sink and taps to be washed and clean.
- Dishwasher [if applicable] must be cleaned inside and out (run a cleaning cycle).
- Refrigerator [if applicable] must be defrosted, cleaned inside and out and left with door ajar.
- Floors Cleaned



Bathroom, Ensuites

- Tiles cleaned, grouting and ceiling free of mould.
- Vanity basins, taps, shower screens and bath free of all soap scum.
- Exhaust fan cleaned and free from residue.
- Toilet to be cleaned thoroughly and disinfected inside, outside and behind.
- Drawers to be washed and clean.
- Mirrors to be washed and clean.
- Floors Cleaned.

Laundry

- Laundry tub cleaned.
- Washing machine and dryer [if applicable] to be cleaned inside and out.
- Cupboards to be cleaned inside and out.
- Floor cleaned.

Floors

- Carpets are to be professionally cleaned and receipt provided. If pets had been approved at the property, the carpets are to be deodorized as well.
- Tiles and timber floors swept and mopped.
- Kickboards/timber skirts to be washed to remove scuff marks.

Windows and Blinds

- Cleaned windows inside and where able outside.
- Window sills and tracks cleaned.
- Blinds are clean and free from dust.

Walls and skirting

- Wipe down the walls and skirting
- Wipe down of scuff marks around the property



Other required procedures

- Arrange for your mail to be directed.
- Disconnect the electricity / gas / telephone / water – advise the companies of your lease end date and arrange for final readings.
- Make sure your rent is paid to your vacating date.
- Provide the office with your forwarding address and contact numbers.
- Carpet cleaning receipt.
- Vacate clean receipt (if you have arranged a professional cleaner).
- Return all keys by 4pm on your vacate date.

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

Residential Tenancies Act 1997
(Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL**1. DATE OF AGREEMENT**

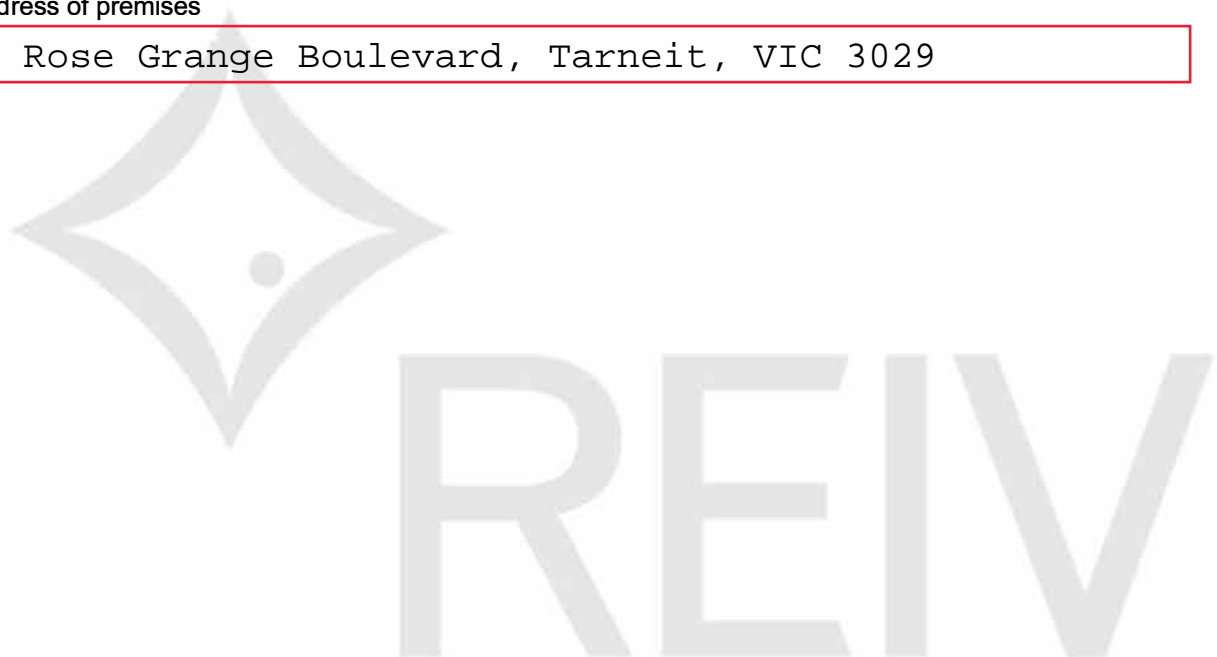
This is the date the agreement is signed 18th day of October, 2023

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

2. PREMISES LET BY RENTAL PROVIDER

Address of premises

57 Rose Grange Boulevard, Tarneit, VIC 3029



DS

Code 135**Residential Rental Agreement®****3. RENTAL PROVIDER'S DETAILS**Full name or company name of rental provider: **Jing Wang**Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**Full name or company name of rental provider: **N / A**Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au**Full name or company name of rental provider: **N / A**Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**Phone number: **03 9526 8102**

ACN:

Email address: **rentals@everywherere.com.au****RENTAL PROVIDER'S AGENT DETAILS**Full name: **West Property Group Pty Ltd Trading as Everywhere Real Estate**Address: **Level 5 / 260 La Trobe Street, Melbourne VIC 3000**Phone number: **03 9526 8102**ACN: **627 793 551**Email address: **rentals@everywherere.com.au**

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

4. RENTER DETAILS

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

A digital signature box containing a stylized signature and the letters 'DS' in the top right corner.

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Full name of renter:	Roanne Clifford
Current Address:	57 Rose Grange Boulevard, Tarneit, VIC 3029
Phone number:	0421 743 960
Email address:	mintlady_0925@yahoo.com
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A
Full name of renter:	N/A
Current Address:	N/A
Phone number:	N/A
Email address:	N/A

5. LENGTH OF AGREEMENT

☒ Fixed term agreement

 Start date: 10th day of December, 2023
 (this is the date the agreement starts and you may move in)

 End date: 9th day of December, 2024

☐ Periodic agreement (monthly)

Start date: _____ day of _____, 20____

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

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6. RENT

The rent amount is (\$)
(payable in advance)

1,955.00

To be paid per:
(tick one box only)

☐

week

☐

fortnight

☒

calendar month

Day rent is to be paid

(e.g. each Thursday or the 11th of each month)

10th

of each month.

Date first rent payment due

10/12/2023

7. BOND

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

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount (\$)

\$1,608.00 (PAID)

Date bond payment due

10/12/2021

PART B – STANDARD TERMS

8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

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

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

Payment Method : **Bank Deposit**

Payment Details : **Name: ERE Trust, BSB: 013160, Account: 426400343, Reference:** 57ROSE

9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1

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Does the rental provider agree to the service of notices and other documents by electronic methods such as email?
The rental provider must complete this section before giving the agreement to the renter.

(rental provider to tick as appropriate)

The RENTAL PROVIDER:

Jing Wang

☒ Yes, at this email address: **rentals@everywherere.com.au**

☐ No.

DocuSigned by:

Dani Berko

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The RENTAL PROVIDER:

N/A

☒ Yes, at this email address: **rentals@everywherere.com.au**

☐ No.

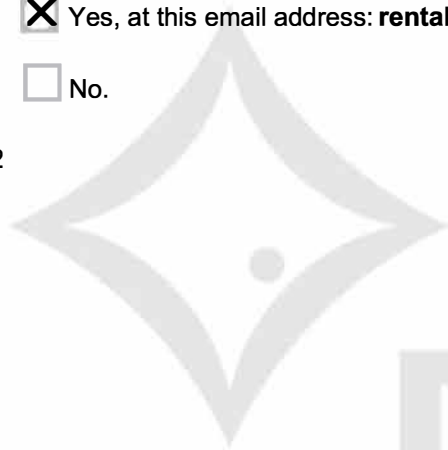
The RENTAL PROVIDER:

N/A

☒ Yes, at this email address: **rentals@everywherere.com.au**

☐ No.

9.2



REIV

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Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER:

☒ Yes, at this email address:

Roanne Clifford

mintlady_0925@yahoo.com

DocuSigned by:

37B58BC4852D4F9...

☐ No.

The RENTER:

☒ Yes, at this email address:

N/A

N/A

☐ No.

The RENTER:

☒ Yes, at this email address:

N/A

N/A

☐ No.

The RENTER:

☒ Yes, at this email address:

N/A

N/A

☐ No.

The RENTER:

☒ Yes, at this email address:

N/A

N/A

☐ No.

The RENTER:

☒ Yes, at this email address:

N/A

N/A

☐ No.

(The option to consent should be provided to each renter who is a party to the agreement)

Code 135**Residential Rental Agreement®****10. URGENT REPAIRS**

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

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

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **Ozan Altun**

DocuSigned by:

 37B58BC4852D4F9...

Emergency contact phone: **0420 765 539**

Emergency contact email: **rentals@everywhere.com.au**

11. PROFESSIONAL CLEANING

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

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

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

12. OWNERS CORPORATION

Do owners corporation rules apply to the premises? (rental provider to tick as appropriate)

☐ YES

☒ NO

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

13. CONDITION REPORT

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

(rental provider to tick as appropriate)

☒ The condition report has been provided.

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

PART C - SAFETY-RELATED ACTIVITIES**14. ELECTRICAL SAFETY CHECKS**

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

15. GAS SAFETY ACTIVITIES

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

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



A digital signature in blue ink, enclosed in a blue rectangular box with the letters 'DS' in the top left corner.

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16. SMOKE ALARM SAFETY ACTIVITIES

- (a) The rental provider must ensure that—
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
 - (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. SWIMMING POOL BARRIER SAFETY ACTIVITIES

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

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

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

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

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

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

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PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

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

21. CONDITION OF THE PREMISES

The rental provider—

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

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

22. MODIFICATIONS

The renter—

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

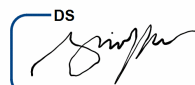
The rental provider must not unreasonably refuse consent for certain modifications.

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

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

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

25. URGENT REPAIRS

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

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

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

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

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

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

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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Code 135**Residential Rental Agreement®****27. ASSIGNMENT OR SUB-LETTING**

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

The rental provider—

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

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

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

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. PETS

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E - ADDITIONAL TERMS**31. ADDITIONAL TERMS (IF ANY)**

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

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

31.1 Meanings in these additional terms

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

31.1.2 *Important advice about "writing". In these additional terms the word "writing" means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

31.1.3 Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

31.2 Other use of the rented premises

31.2.1 You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

31.2.2 Use of the rental premises primarily as a home does not include:

- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

31.3 Storage and removal of waste and rubbish

31.3.1 You must store rubbish and waste in appropriate containers with close fitting lids.

31.3.2 If a place or places are provided for rubbish and waste containers you will keep them there.

31.3.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

31.3.4 The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

31.4 My insurance on the premises

31.4.1 If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

31.4.2 If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

31.4.3 My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

31.5 Locks (see clause 23) and alarms

31.5.1 Key of a lock means a device or information normally used to operate the lock.

31.5.2 Lock means a device for securing a door or window or other part of the premises.

31.5.3 Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

31.5.4 You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
- 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
- 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2** During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
- 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2** When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 Gutters, downpipes, and stormwater drains**
- 31.9.1** As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- 31.9.2** If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement

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is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

31.10 Gardens and land

31.10.1 If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.

31.10.2 These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.10.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

31.10.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

31.10.5 You must not dispose of any polluting or toxic substance on the land.

31.11 Mould

31.11.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

31.11.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

31.11.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.12 You cannot use your bond to pay rent

31.12.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.13 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

31.13.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

31.13.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.14 Assigning, subletting, or abandoning the rented premises (see clause 27)

31.14.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

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- 31.14.2** If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula:

1. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he /she will:

(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.

Pay the Managing AGENTS and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and \$285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay \$100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

- 31.14.3** If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

1. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he /she will:

(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.

Pay the Managing AGENTS and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and \$285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay \$100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

- 31.14.4** My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

31.15 Leaving the premises at the end of the fixed term (see clause 5)

- 31.15.1** If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

- 31.15.2** You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.

- 31.15.3** You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.

- 31.15.4** You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including

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the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

31.16 Leaving the premises after the fixed term ends

31.16.1 If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.16.2 You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

31.17 Receipt of condition report /statement of rights and duties

31.17.1 You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:

- two copies of a condition report signed by me or my managing agent, and
- a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

31.18 Rental provider's signature

31.18.1 I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:

"residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"

SDA means Specialist Disability Accommodation.

31.19 Modifications (see clause 22)

31.19.1 If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.

31.19.2 If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

31.19.3 If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

Additional Items

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1. The TENANT agreed that all plants in pots are to be placed in suitable non-porous containers, raised at least 20 centimetres above the floor.

The TENANT agrees to placing candles in a suitable receptacle so that wax does not damage flooring or walls.

2. Should the TENANT find it essential to vacate the premises prior to the lease expiration date he/she will:

(a) Immediately inform the Managing AGENT and ask them to find an acceptable person who will execute a new lease agreement.

(b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy.

Pay the Managing AGENTS and the LANDLORD's costs being a Break Lease fee of 2.2 weeks rent and \$285 advertising.

(c) Should only one tenant break the lease, all tenants need to notify the AGENT in writing and pay \$100 administration fee to the AGENT. The remaining tenants must sign a new lease and bond transfer form.

3. The TENANT acknowledges that the appliances supplied in the premises are part of the property being leased and any repairs necessary due to the TENANT's MISUSE will be at the TENANT's expense, and the items will be left in working order at the expiration of the tenancy.

4. The TENANT agrees it is his obligation to inform the Managing AGENT in writing of any repairs required for any of the above items before any repairs are carried out.

5. The TENANT agrees that should the premises not be left in a clean and relettable condition upon vacating the cost of cleaning is to be deducted from his security deposit.

6. The TENANT agrees to pay all bank charges due to dishonoured rental cheques and agrees to pay any further rental by bank cheques or money orders no further personal cheques will be accepted.

7. The TENANT agrees that the premises will be the place of residence for adults and children.

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

9. The TENANT has permission to keep dogs and cats. In the event of any infectious disease, vermin, fleas, insects or rodents affecting the property and not attributed directly to the surroundings or as a result of an order by the Health Department or relevant authority, the TENANT agrees to rectify and indemnify the LANDLORD/AGENT against any costs incurred. These animals must be kept OUTSIDE at all times and any said damage as a result of the dogs shall be rectified at the tenants costs.

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

11. The TENANT hereby agrees to pay all accounts levied for the usage of gas, electricity, telephone, oil or water consumption during the tenancy, irrespective of whether they are separately metered or combined and split between the residents of the building(s) (if applicable)

12. The TENANT agrees to have the carpets professionally steam cleaned at his/her expense at the expiration of the tenancy and to supply receipts as proof when returning keys. The TENANT hereby acknowledged that carpet cleaning costs will be claimed from the bond if a professional receipt is not provided.

13. The TENANT's hereby acknowledge that they received a copy of Rights and Responsibilities and a copy of the Condition Report applicable to the tenancy when signing the Residential Tenancy Agreement.

14. The TENANT agrees to abide by all rules and regulations as set down by the Body Corporate. (* attached hereto)

15. All rental payments must be made on time and in the current total amount. NO PART PAYMENTS WILL BE ACCEPTED. Dishonour fees will be payable by tenants if accounts contain insufficient funds.

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16. The TENANT agrees that there shall be no smoking inside the premises.

17. The TENANT agrees not flush any sanitary items, including any type of Wet Wipes, down the toilets. Any costs incurred by the LANDLORD in relation to unblocking toilets caused by these items will be passed on to the TENANT.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.



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32. SIGNATURES

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Jing Wang Sign: DocuSigned by: Dani Berko Dated: 17 October 2023 | 5
6159B59BAC21476...

Name: N/A Sign: _____ Dated: _____

Name: N/A Sign: _____ Dated: _____

RENTER

Name: Roanne Clifford Sign: DocuSigned by: [Signature] Dated: 20 October 2023 | 1:
37B58BC4852D4F9...

Name: N/A Sign: _____ Dated: _____

Name: N/A Sign: _____ Dated: _____

Name: N/A Sign: _____ Dated: _____

Name: N/A Sign: _____ Dated: _____

Name: N/A Sign: _____ Dated: _____

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page



ANIMAL LEASE

I/we **Roanne Clifford**

Of **57 Rose Grange Boulevard, Tarneit, VIC 3029**

Acknowledge and agree to be bound by the following animal specific lease clauses:

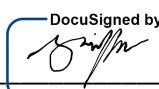
The Rental Provider hereby consents to the Renter keeping

ANIMAL TYPE 1x Cat

BREED N/A

at the property provided that the following conditions are met:

1. The Renter hereby agrees to maintain the property in the condition in which it was received at the beginning of the rental agreement (as per condition report).
2. The Renter hereby agrees that should the animal cause any damage to the property Including but not limited to tearing flyscreen and screen doors, chewing any part of the property, scratching including any damage to curtains, drapes and window furnishings, etc the Renter will **repair all damage** at his/her expense prior to vacating the premises, to the satisfaction of the Rental Provider/ Agent.
3. The Renter agrees to **steam clean, deodorise and flea treat** the carpets at the Renter's expense upon the Agent's request during the tenancy and immediately prior to vacating the premises.
4. The Renter agrees that **no additional animal** will occupy the premises, even short-term or temporarily at the property. Should the Renter wish to keep an additional animal, the Renter must first seek further permission to do so and have a separate Pet Agreement approved for each animal, arranged prior before the animal is brought onto the property. Additional unapproved animals brought onto the property will be automatically rejected if appropriate permission has not been sought first.
5. The Renter agrees that should the animal become in anyway a **nuisance** to neighbours, or genuine complaint(s) are received regarding the animal, the Renter will immediately upon request from the agent, remove the pet from the property permanently.
6. The Renter agrees that any **damage of any kind** caused by the animal will be completely rectified at full Renter cost, by the Renter prior to vacating the premises. Further the Renter agrees that any **animal faeces** are regularly cleaned up, and any **rubbish** scattered by the animal is properly collected and removed from the property.

SIGNED X  37B58BC4852D4F9...

SIGNED X _____