

Contract of Sale of Land

Property

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Wonders Legal

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Ref: HX:CC:WL:24:3783

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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/...../2024

Print names(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/...../2024

Print names(s) of person(s) signing: Tai Hing Yeung

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: **A.O.K Corp Pty Ltd T/A Everywhere Real Estate Metro**

Address: 205 / 111 Overton Road, Williams Landing VIC 3027

Email: archi@advantagepropertygroup.com.au

Tel: 03 9526 8102 Mob: Fax: Ref:

Vendor

Name: **Tai Hing Yeung**

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Wonders Legal

Address: Suite 906, Level 9, 1 Queens Road, Melbourne VIC 3004

Email: cyndi@wonderslegal.com.au

Tel: 03 9867 3111 Mob: Fax: 03 8080 3277 Ref: WL:24:3783

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11989 Folio 992	2365	749005N

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 4 Isham Street, Point Cook VIC 3030

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fitting and fixtures of permanent nature as inspected.

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:

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 checked

This 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 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 under general condition 19.2(b), (c) or (d)), 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 – Nomination

General condition 4 is deleted and replaced by the following:

- a. The Purchaser may nominate a substitute or additional transferee ("Nominated Purchaser"), but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- b. If the Purchaser nominates, such nomination can only occur if:
 - i. The Purchaser is not in default pursuant to this Contract; and
 - ii. Notice is given prior to 14 business days prior to the settlement date; and
 - iii. If the Purchaser nominates a company, the directors must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents; and
 - iv. If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute a Guarantee in the form attached to the Contract and provide the vendor's legal practitioner with an original executed Guarantee simultaneously with the provision of the nomination documents.
- c. The costs of such nomination are fixed at \$330.00 plus GST are accepted by the Nominated Purchaser as being reasonable and shall be payable by the Nominated Purchaser to the vendor's legal practitioner upon nomination by the Purchaser.

Special condition 3 – Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof.

☒ Special condition 4 – Warranties and Exclusions

It is hereby agreed that there are no conditions, warranties or other terms affecting the contract other than those embodied in the contract and the purchaser shall not be entitled to rely upon any representations made by the vendor or the vendor's agents except such as are made written conditions of the contract.

☒ Special condition 5 – Acknowledgments

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent:

- (a) A copy of this Contract of Sale in compliance with Section 53 of the *Estate Agents Act*; and
- (b) A statement pursuant to Section 32 of the *Sale of Land Act 1962*.

☒ Special condition 6 – Building and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-laws otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objections or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statues and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed constitute a defect in the Vendors Title and the purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation. The purchaser acknowledges that he has inspected the chattels, fitting and appliances forming part this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the chattels to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

☒ Special condition 7 – Restriction

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

☒ Special condition 8 – Purchaser Resident of Australia

The purchaser warrants that he/she is entitled to be a resident of Australia and agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒ Special condition 9 - Breach and Default- Expenses, Legal Costs and Interest –

The parties acknowledge that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract, the Vendor will suffer loss and damages. The Purchaser will, in addition to interest chargeable on the balance of purchase monies outstanding under the Contract, pay to the Vendor the following sums:

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Accommodation expenses necessarily incurred by the Vendor.
- (d) Storage cost of the Vendor's furniture and other possessions.
- (e) Legal costs and expenses as between Solicitor and Client.
- (f) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (g) All commissions, fees and advertising expenses payable to the Vendor's Real Estate Agent.

☒ Special condition 10 – Re-scheduling of Settlement

If Settlement is postponed or rescheduled from the original due date stated in the Contract whether to an earlier or later date for any reasons other than for the Vendor's default, the Purchaser must attend to the Vendor's legal practitioner (at and as a condition of Settlement) its reasonable administration legal costs resulting therefrom fixed at \$550 (incl GST) (by way of an additional bank cheque at settlement or additional source funds to be uploaded onto the PEXA workspace) for each such postponement and rescheduling notwithstanding the postponement and rescheduling is later on not required, in addition to all other monies due under this Contract and without affecting the Vendor's other rights in respect of the default.

Special condition 11 – Extension for Finance and Deposit

If the Purchaser request for a variation to the Contract for an extension of the finance approval date and/or payment of the deposit monies due under the Contract, the Purchaser acknowledges that he/she must attend to the Vendor's legal practitioner (at and as a condition of Settlement) legal costs of \$220.00 for each request made notwithstanding an extension is later on not required.

Special condition 12 – Auction Conditions

The property is offered for sale by public auction, 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 Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.

Special condition 13 – Amendments to General Conditions

- a) G.C 12, 31.4 to 31.6 (inclusive) are excluded from this Contract.
- b) G.C 35.4(a) is amended by substituting "of" in lieu of "up to" as referred to therein.

Special condition 14 – The purchaser agrees that

- 14.1 Prior to signing this contract the purchaser inspected and established the state and condition of the property, including its gardens and landscaping, and accepts it in the state and condition as inspected and shall make no claim or requisition or objection in connection with any variation in the state and condition thereof reasonably attributable to fair wear and tear or constituting minor deterioration or degradation due to weathering or Act of God and occurring between the Day of Sale and the settlement date nor delay settlement on account thereof;
- 14.2 Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the property on the Dale of sale; the purchaser shall be wholly responsible for the cost of reconnection of any service to the property and no claim shall be made against the vendor in relation thereto.

Special condition 15 – Chattels

- 15.1 The vendor does not give any warranty with respect to the chattels and the physical property sold under this contract nor with respect to any appliances, including but not limited to any hot water services or stove, and any implied warranty as to the working condition or state thereof as at the day of sale or the settlement date is hereby negated.
- 15.2 The vendor is not required and is hereby relieved of any obligation, express or implied, to ensure that any chattel sold pursuant to this contract or any appliance, including but not limited to any hot water service or stove, is in the same state and condition on the settlement date as it was on the day of sale. The purchaser agrees and acknowledges that in relation to any appliance, including but not limited to any hot water service or stove, that ceases to operate or function between the day of sale and the settlement date such deterioration or change in the state and condition thereof shall be deemed to be wholly attributable to fair and normal wear and tear.
- 15.3 The purchaser will not have any recourse in applying for compensation in this regard post-settlement.

Special condition 16 – Pool Registration and Fencing Compliance

The vendor makes no warranties nor representations that any pool or spa on the property has been registered with the relevant Council nor that the pool or spa has a compliant safety barrier. The purchaser acknowledges and agrees that it shall be responsible for registering the pool or spa with the Council, ensuring that the pool or spa has a compliant safety barrier, and lodging a barrier compliance certificate with the Council. The purchaser shall not make any objection nor requisition, claim any compensation (now nor at any time in the future) nor delay settlement as a result of the issue or non-issue or the lodgment or non-lodgment of any barrier compliance certificate.

Special condition 17- Deposit

In the event the purchaser fails to pay the full deposit monies on the due date, this Contract is voidable at the option of the vendor.

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 at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;

- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under 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 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 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 1.14 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

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 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.

EXECUTED AS A DEED

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

.....)
Director Director

SIGNED by the said)
in the presence of:)

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

.....)
Director Director

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.

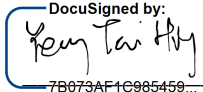
Vendor Statement

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	4 Isham Street, Point Cook VIC 3030
-------------	--

Vendor's name	Tai Hing Yeung	Date	/ /
Vendor's signature	 7B073AF1C985459...	24/1/2024	

Vendor's name		Date	/ /
Vendor's signature	_____		

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is attached.

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

Not Applicable

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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:

None to the Vendor's knowledge.

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):

Is attached.

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*.

Not applicable.

8. SERVICES

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

Electricity supply <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*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

1. Due Diligence Checklist;
2. Register Search Statement (Title); Copy of Plan;
3. Instrument Search AQ248925A;
4. Department of Environment, Land, Water & Planning: Planning Property Report;
5. Department of Environment, Land, Water & Planning: Designated Bushfire Prone Area(s);
6. Department of Environment, Land, Water & Planning: Planning Certificate;
7. Department of Environment, Land, Water & Planning: Road Certificate;
8. Wyndham City Council – Building Approval 326 (1);
9. Wyndham City Council – Land Information Certificate;
10. City West Water – Water Information Statement;
11. State Revenue Office Land Tax Certificate;
12. Residential Tenancy Agreement;
13. Building Permit;
14. Occupancy Permit;

15. Certificate of Currency.



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

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

VOLUME 11989 FOLIO 992

Security no : 124111954867F
Produced 18/01/2024 10:47 AM

LAND DESCRIPTION

Lot 2635 on Plan of Subdivision 749005N.
PARENT TITLE Volume 11989 Folio 886
Created by instrument PS749005N 13/06/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TAI HING YEUNG of LEVEL BUILDING 4 LANE 900 LAMXI RD PU TUO SHANGHAI CHINA
200062
AR210431G 05/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW277577F 17/11/2022
BC INVEST LOANS PTY LTD

COVENANT PS749005N 13/06/2018

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

AGREEMENT Section 173 Planning and Environment Act 1987
AQ248925A 14/09/2017

DIAGRAM LOCATION

SEE PS749005N 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: 4 ISHAM STREET POINT COOK VIC 3030

ADMINISTRATIVE NOTICES

NIL

eCT Control 22342U GRINDAL LEGAL PTY LTD
Effective from 17/11/2022

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS749005N
Number of Pages (excluding this cover sheet)	8
Document Assembled	18/01/2024 10:47

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PLAN OF SUBDIVISION	EDITION 1	PS749005N
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<p>LOCATION OF LAND</p> <p>PARISH: TARNEIT</p> <p>TOWNSHIP:</p> <p>SECTION:</p> <p>CROWN ALLOTMENT: 2050 (PART)</p> <p>CROWN PORTION:</p> <p>TITLE REFERENCE: Vol. 11989 Fol. 886</p> <p>LAST PLAN REFERENCE: Lot G on PS746282B</p> <p>POSTAL ADDRESS: Hacketts Road (at time of subdivision) POINT COOK 3030</p> <p>MGA CO-ORDINATES: E: 299 120 ZONE: 55 (of approx centre of land in plan) N: 5804 940 GDA 94</p>	<p>Council Name: Wyndham City Council</p> <p>Council Reference Number: WYS3682/16 Planning Permit Reference: WYP8485/15 SPEAR Reference Number: S084987B</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 05/06/2018)</p> <p>Digitally signed by: Danielle Kos for Wyndham City Council on 01/06/2018</p> <p>Statement Of Compliance issued: 05/06/2018</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	<p>Lots 2601 - 2667 (both inclusive) on this plan are affected by 3D Building Envelopes in MCP Dealing No. AA3599. Refer to Creation of Restrictions 1, 2 & 3 on Sheets 7, 8 & 9 of this plan for details</p>
ROAD R1	Wyndham City Council	
NOTATIONS		
DEPTH LIMITATION: 15 metres		
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. WYP8485/15</p>		
<p>UPPER POINT COOK - RELEASE 26 Area of Release: 3.769ha No. of Lots: 67 Lots and Balance Lot G</p>		

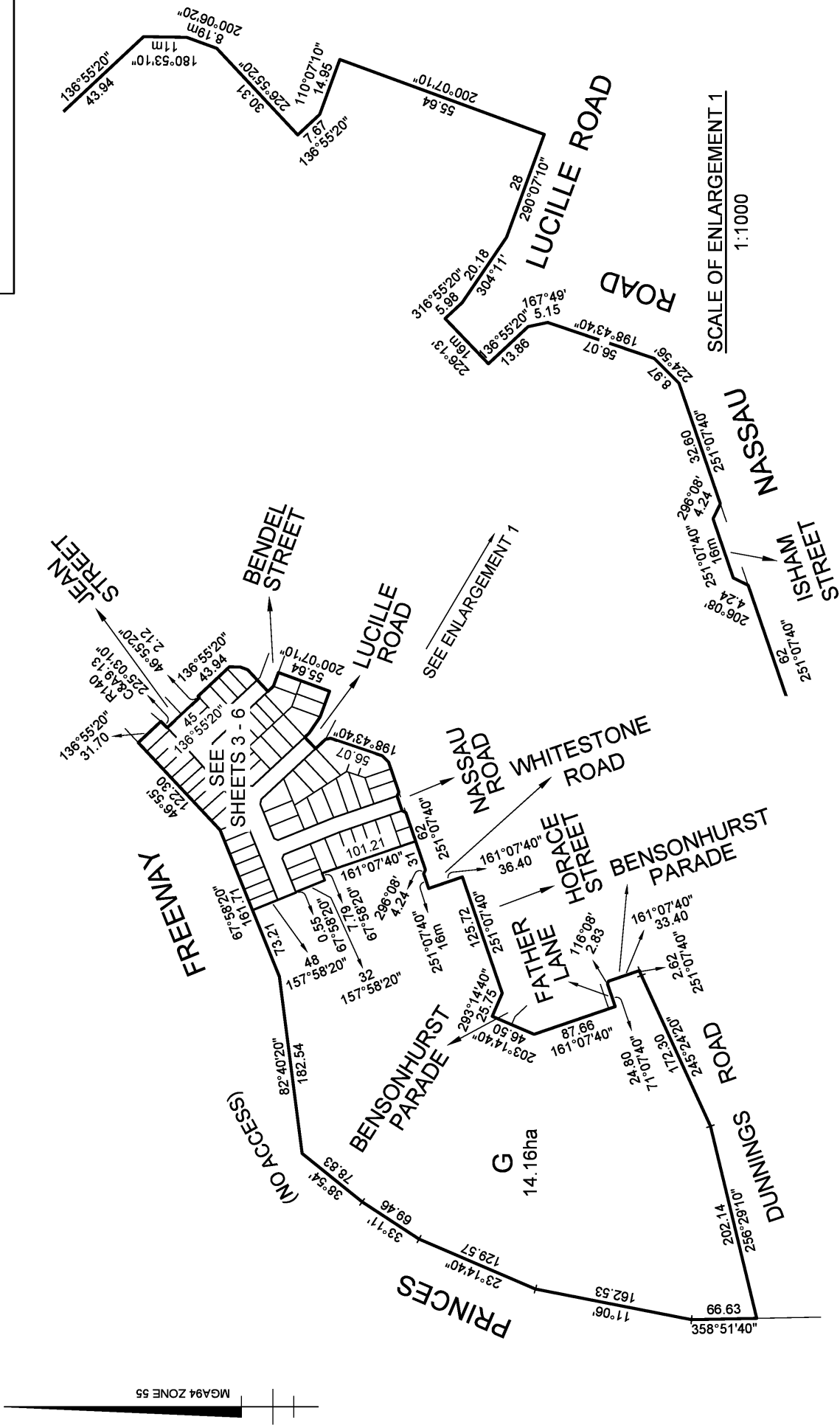
EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	See Diag.	This Plan	City West Water Corporation

<p>Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au</p>	<p>SURVEYORS FILE REF: Ref. 02946-S26 Ver. 6</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 8</p>
	<p>Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (6), 23/04/2018, SPEAR Ref: S084987B</p>		<p>PLAN REGISTERED TIME: 9:14 am DATE: 13 / 06 / 2018 R. W. Grimwood Assistant Registrar of Titles</p>

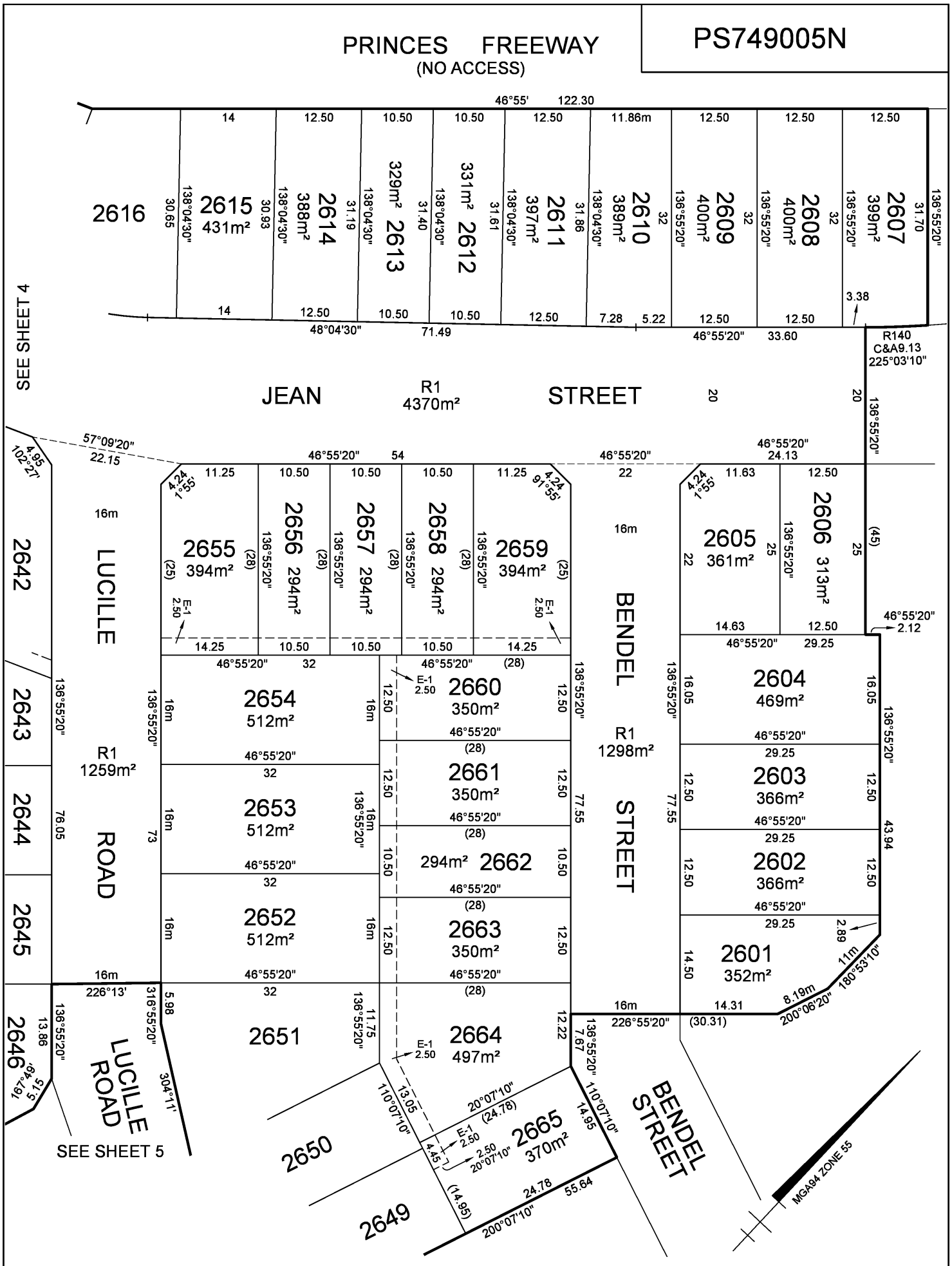
PS749005N



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 Surveyor's Plan Version (6),
 23/04/2018, SPEAR Ref: S084987B

TAYLORS
 Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorsds.com.au



PS749005N

PRINCES FREEWAY
(NO ACCESS)

JEAN STREET R1 4370m²

BENDEL STREET R1 1298m²

LUCILLE ROAD R1 1259m²

LUCILLE ROAD

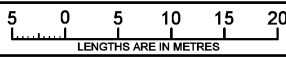
LUCILLE ROAD

SEE SHEET 5

TAYLORS

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Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE
1:500



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23/04/2018, SPEAR Ref: S084987B

ORIGINAL SHEET
SIZE: A3

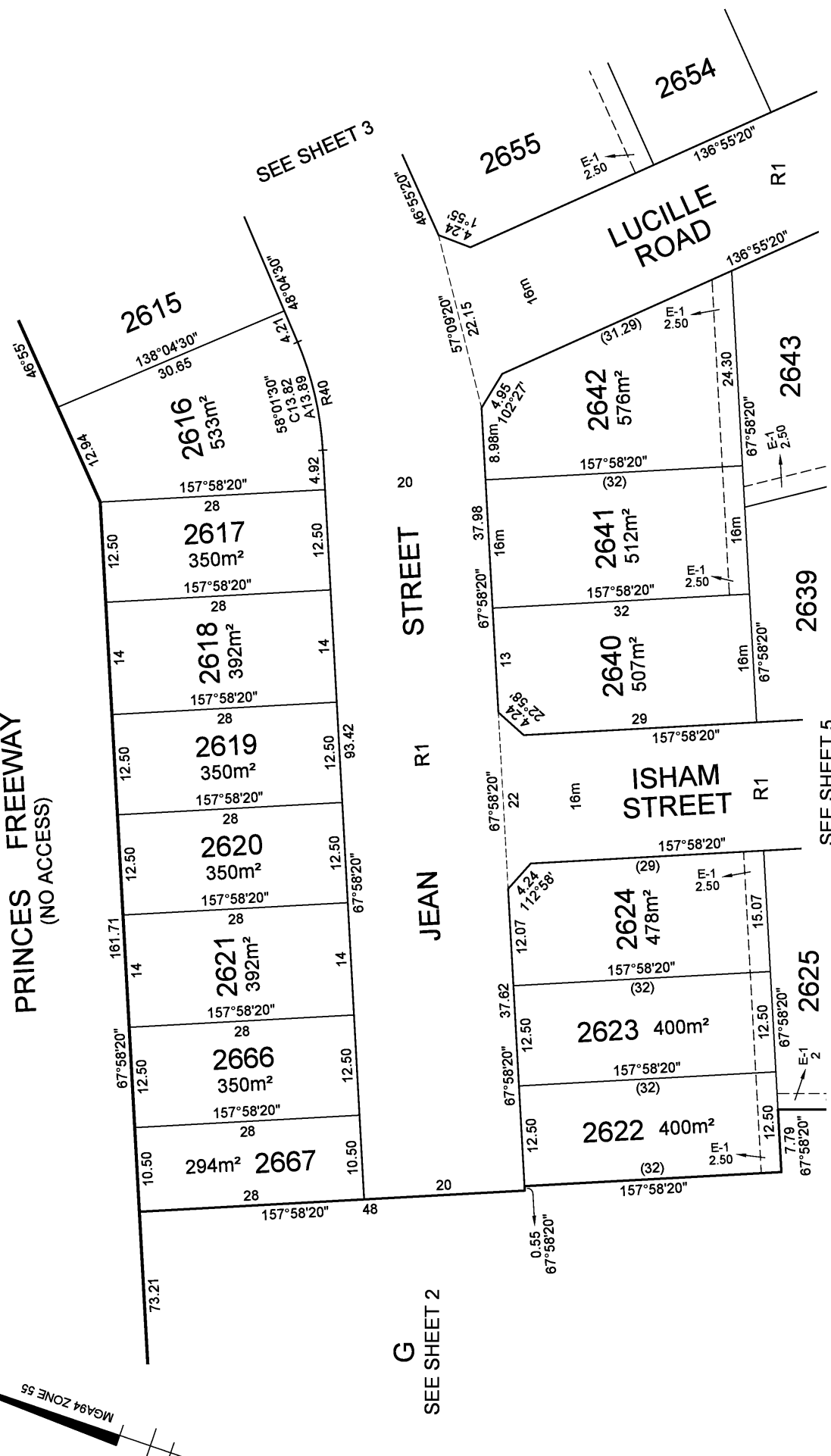
Ref. 02946-S26
Ver. 6

SHEET 3

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Wyndham City Council,
01/06/2018,
SPEAR Ref: S084987B

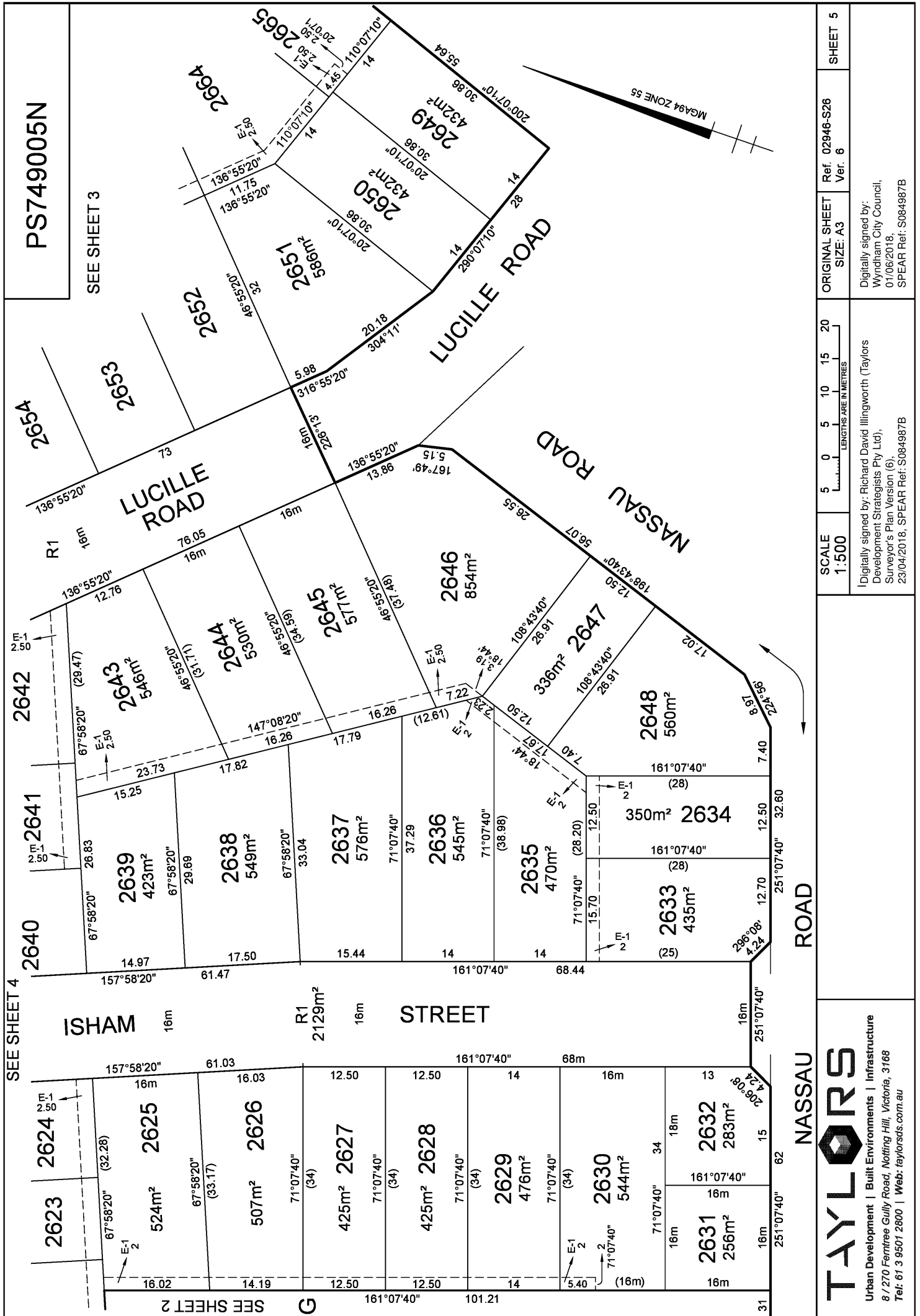
PS749005N

PRINCES FREEWAY
(NO ACCESS)



MGA94 ZONE 55

<p>TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Fernitree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorss.com.au</p>	<p>Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd), Surveyor's Plan Version (6), 23/04/2018, SPEAR Ref: S084987B</p>	<p>Digitally signed by: Wyndham City Council, 01/06/2018, SPEAR Ref: S084987B</p>
	<p>SCALE 1:500</p>	<p>ORIGINAL SHEET SIZE: A3</p>
<p>LENGTHS ARE IN METRES</p> <p>0 5 10 15 20</p>		<p>SHEET 4</p>



PS749005N
SEE SHEET 3

SCALE 1:500
LENGTHS ARE IN METRES
5 0 5 10 15 20

ORIGINAL SHEET SIZE: A3
Ref. 02946-S26 Ver. 6
SHEET 5

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Tel: 61 3 9501 2800 | Web: taylorsds.com.au

PS749005N

CREATION OF RESTRICTION 1

The following Restriction is to be created upon Registration of this plan.

For the purposes of this Restriction:

- (a) A dwelling means a house.
- (b) A building means any structure except a fence.

LAND TO BE BURDENED: See Table 1

LAND TO BENEFIT: See Table 1

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2601	2602
2602	2601, 2603
2603	2602, 2604
2604	2603, 2605, 2606
2605	2604, 2606
2606	2604, 2605
2607	2608
2608	2607, 2609
2609	2608, 2610
2610	2609, 2611
2611	2610, 2612
2612	2611, 2613
2613	2612, 2614
2614	2613, 2615
2615	2614, 2616
2616	2615, 2617
2617	2616, 2618
2618	2617, 2619
2619	2618, 2620
2620	2619, 2621
2621	2620, 2666
2622	2623, 2625

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2623	2622, 2624, 2625
2624	2623, 2625
2625	2622, 2623, 2624, 2626
2626	2625, 2627
2627	2626, 2628
2628	2627, 2629
2629	2628, 2630
2630	2629, 2631, 2632
2631	2630, 2632
2632	2630, 2631
2633	2634, 2635
2634	2633, 2635, 2648
2635	2633, 2634, 2636, 2647, 2648
2636	2635, 2637, 2645, 2646, 2647
2637	2636, 2638, 2644, 2645
2638	2637, 2639, 2643, 2644
2639	2638, 2640, 2641, 2643
2640	2639, 2641
2641	2639, 2640, 2642, 2643
2642	2641, 2643
2643	2638, 2639, 2641, 2642, 2644
2644	2637, 2638, 2643, 2645
2645	2636, 2637, 2644, 2646

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2646	2636, 2645, 2647
2647	2635, 2636, 2646, 2648
2648	2634, 2635, 2647
2649	2650, 2665
2650	2649, 2651, 2664, 2665
2651	2650, 2652, 2664
2652	2651, 2653, 2662, 2663
2653	2652, 2654, 2661, 2662
2654	2653, 2655, 2656, 2657, 2660, 2661
2655	2654, 2656
2656	2654, 2655, 2657
2657	2654, 2656, 2658, 2660
2658	2657, 2659, 2660
2659	2658, 2660
2660	2654, 2657, 2658, 2659, 2661
2661	2653, 2654, 2660, 2662
2662	2652, 2653, 2661, 2663
2663	2652, 2662, 2664
2664	2650, 2651, 2663, 2665
2665	2649, 2650, 2664
2666	2621, 2667
2667	2666

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of the lots to which any of the following restrictions applies shall not:

1. Construct or permit to be constructed more than one dwelling on any burdened lot.
2. Commence construction of a dwelling on any lot on the plan of subdivision without first having the building plans approved by the Upper Point Cook Design Review Committee as set out in the Design Guidelines as approved by the Responsible Authority or amended from time to time to the satisfaction of the Responsible Authority.
3. Commence construction/demolition or any extension to a building that has been constructed on any lot on the plan of subdivision without first having the alteration plans approved by the Upper Point Cook Design Review Committee and/or the Responsible Authority.
4. Subdivide any burdened lot.

Note:

- 1) This Restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.
- 2) The provisions of the Wyndham Planning Scheme, the Upper Point Cook Design Guidelines and Rescode apply to all lots on this plan.

PS749005N

CREATION OF RESTRICTION 2

The following Restriction is to be created upon Registration of this plan.

LAND TO BE BURDENED: See Table 2
 LAND TO BENEFIT: See Table 2

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2601	2602
2602	2601, 2603
2603	2602, 2604
2604	2603, 2605, 2606
2605	2604, 2606
2606	2604, 2605
2607	2608
2608	2607, 2609
2609	2608, 2610
2610	2609, 2611
2611	2610, 2612
2612	2611, 2613
2613	2612, 2614
2614	2613, 2615
2615	2614, 2616
2616	2615, 2617
2617	2616, 2618
2618	2617, 2619
2619	2618, 2620
2620	2619, 2621
2621	2620, 2666
2622	2623, 2625

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2623	2622, 2624, 2625
2624	2623, 2625
2625	2622, 2623, 2624, 2626
2626	2625, 2627
2627	2626, 2628
2628	2627, 2629
2629	2628, 2630
2630	2629, 2631, 2632
2631	2630, 2632
2632	2630, 2631
2633	2634, 2635
2634	2633, 2635, 2648
2635	2633, 2634, 2636, 2647, 2648
2636	2635, 2637, 2645, 2646, 2647
2637	2636, 2638, 2644, 2645
2638	2637, 2639, 2643, 2644
2639	2638, 2640, 2641, 2643
2640	2639, 2641
2641	2639, 2640, 2642, 2643
2642	2641, 2643
2643	2638, 2639, 2641, 2642, 2644
2644	2637, 2638, 2643, 2645
2645	2636, 2637, 2644, 2646

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2646	2636, 2645, 2647
2647	2635, 2636, 2646, 2648
2648	2634, 2635, 2647
2649	2650, 2665
2650	2649, 2651, 2664, 2665
2651	2650, 2652, 2664
2652	2651, 2653, 2662, 2663
2653	2652, 2654, 2661, 2662
2654	2653, 2655, 2656, 2657, 2660, 2661
2655	2654, 2656
2656	2654, 2655, 2657
2657	2654, 2656, 2658, 2660
2658	2657, 2659, 2660
2659	2658, 2660
2660	2654, 2657, 2658, 2659, 2661
2661	2653, 2654, 2660, 2662
2662	2652, 2653, 2661, 2663
2663	2652, 2662, 2664
2664	2650, 2651, 2663, 2665
2665	2649, 2650, 2664
2666	2621, 2667
2667	2666

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot on this plan must not build or erect or allow to be built or erected any building or structure, other than a building or structure which is built or erected in accordance with the provisions of Memorandum of Common Provisions registered in Dealing No. AA3599 without the written approval of Satterley Property Group and Wyndham City Council. The provisions of the said MCP are incorporated into this restriction.

This Restriction shall cease to have effect 10 years after this Plan of Subdivision has been registered.

PS749005N

CREATION OF RESTRICTION 3

The following Restriction is to be created upon Registration of this plan.

LAND TO BE BURDENED: See Table 3
 LAND TO BENEFIT: See Table 3

TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
2631	2630, 2632
2632	2630, 2631
2656	2654, 2655, 2657
2657	2654, 2656, 2658, 2660
2658	2657, 2659, 2660
2662	2652, 2653, 2661, 2663
2667	2666

DESCRIPTION OF RESTRICTION

Unless a planning permit is granted by the Responsible Authority for a building that does not confirm with the Small Lot Housing Code the registered proprietor or proprietors for the time being of the lots to which any of the following restriction applies must not:

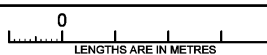
1. Build or permit to be built or remain on any Lot in Table 3 any building other than a building which has been constructed in accordance with the Small Lot Housing Code (Type A) incorporated into the Wyndham Planning Scheme.

This restriction shall cease to apply to any building on the lot after the issue of a certificate of occupancy for the whole of a dwelling on the lot.



Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE



ORIGINAL SHEET SIZE: A3

Ref. 02946-S26
 Ver. 6

SHEET 8

Digitally signed by: Richard David Illingworth (Taylors Development Strategists Pty Ltd),
 Surveyor's Plan Version (6),
 23/04/2018, SPEAR Ref: S084987B

Digitally signed by:
 Wyndham City Council,
 01/06/2018,
 SPEAR Ref: S084987B



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Form 21

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

Section 181 Planning and Environment Act 1987



Lodged by

Name: MADDOCKS.....

Phone: 03 9258 3555.....

Address: Collins Square, Tower Two, Level 25, 727 Collins Street,
Melbourne VIC 3008.....

Ref: JOB: 6084915.....

Customer Code: 1167E.....

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

Land: Sneydes Road Point Cook West being ~~part~~ of the land contained and described in Certificates of Title Volume 11890 Folio 839, Volume 11888 Folio 104, Volume 11891 Folio 140, Volume 11680 Folio 159 and Volume 11655 Folio 040.

Authority: Wyndham City Council, Wyndham Civic Centre, 45 Princes Highway, Werribee, Victoria 3030.

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

A copy of the agreement is attached to this application.

Signature for the Authority:

Kelly Grigby
.....
Kelly Grigby

Name of officer:

Office held:

CEO.....

Date:

13/9/17.....



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Date 13, 9, 2017

**Agreement under section 173
of the Planning and Environment Act 1987**

Subject Land: Sneydes Road, Point Cook

Purpose: WIK Agreement for Land, Projects and Open Space Equalisation

City of Wyndham

and

Satterley Point Cook Pty Ltd ACN 163 150 767

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 13 / 9 / 2017



Parties

Name	Wyndham City Council
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	Council
Name	Satterley Point Cook Pty Ltd
	ACN 163 150 767
Address	Level 3, 27-31 Troode Street, West Perth, WA 6005
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to, as the Collecting Agency and Development Agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permits contain conditions which requires the Owner to pay development contributions or enter into an Agreement under Section 173 of the Planning and Environment Act providing for:
 - F.1 payment of development contributions;
 - F.2 satisfaction of the public open space contributions pursuant to clause 52.01 of the Planning Scheme; and
 - F.3 implementation of an approved public infrastructure plan.



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- G. The Owner has asked Council for permission to
- G.1 carry out certain Infrastructure Projects which are funded by the Development Contributions Plan;
 - G.2 to transfer to or vest in Council the Land Projects; and
 - G.3 to transfer to or vest in Council the Open Space Land.

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- H. Council has agreed that the Owner will
- H.1 carry out the Infrastructure Project;
 - H.2 transfer to or vest in Council the Land Projects; and
 - H.3 transfer to or vest in Council the Open Space Land.

in return for a credit against its development contribution liability under the Development Contributions Plan or as against its liability under clause 52.01 of the Planning Scheme as the case may be.

- I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 3.

Agreement means this agreement and includes this Agreement as amended from time to time.

Approved Plans means the Designs of an Infrastructure Project approved by Council under clause 6.5 of this Agreement.

Bank Guarantee means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 6.

Building Permit means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

Certificate of Practical Completion means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent or secondary consent for anything in an agreement or where a permit provides that something must not be done without Council's consent.



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CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of:

- the Infrastructure Project Value; or
- the Agreed Land Value -

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against the Owner's Development Infrastructure Levy for the Subject Land.

Current Address means:

- for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Designs means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council under clause 6.5.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Developable Land means the area of land identified as developable land in the land use budget of the Development Contributions Plan.

Development Agency and **Collecting Agency** have the same meaning as in the Act.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan specified in Schedule 1, being an incorporated document in the Planning Scheme.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

GAIC means the Growth Areas Infrastructure Charge under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.

Indexation means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.



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Infrastructure Project means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

Infrastructure Project Value means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2

Infrastructure Design Manual means the manual entitled 'Engineering Design and Construction Manual for Growth Areas – April 2011 prepared by the Metropolitan Planning Authority.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

Land Project means a land project described in Schedule 3 .

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Infrastructure Projects or other infrastructure that is in the nature of regional or state infrastructure.

Maintenance Period means the period specified in Schedule 8 for each specified category of Infrastructure Project commencing on the date of the Certificate of Practical Completion of an Infrastructure Project to Council.

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

Open Space Land means land for public open space described in Schedule 4 and which may also be identified in the plan at Annexure "A".

Open Space Land Value means the amount specified in Schedule 4 as the Open Space Land Value or if not specified, then an amount determined by applying the methodology set out in Schedule 4 as the case may be.

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

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Plan Checking Fee means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Infrastructure Project Value.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit specified in Schedule 7 as amended from time to time.

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

Precinct Structure Plan means the **Point Cook West Precinct Structure Plan**, being an incorporated document in the Planning Scheme.

Provision Trigger means the provision trigger set out in the relevant columns of Schedules 2, 3 or 4 as the case may be.

Residential Lot means a lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act 1988*.

Subject Land means the land described in Schedule 7 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Supervision Fee means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

Tribunal means the Victorian Civil and Administrative Tribunal.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;

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- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which Council agrees to the Owner undertaking any Infrastructure Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.2 to record the terms and conditions on which a Land Project will be provided to Council in lieu of the cash payment of the Development Infrastructure Levy;
- 3.3 to record the terms and conditions on which Open Space Land will be provided to Council; and
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have consented to the Owner undertaking the Infrastructure Projects and transferring or vesting the Land Projects without requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu and the transferring or vesting of the Land Projects as land in lieu.

5. Payment of Development Infrastructure Levy

The Parties agree that

- 5.1 subject to the Owner's entitlement to a Credit, the Owner is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next stage of the subdivision of the Subject Land or at such other time as is specified in this Agreement.



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**6. Works in kind – Infrastructure Projects****6.1 Construction of Infrastructure Projects**

The Owner must construct the Infrastructure Projects:

- 6.1.1 in accordance with the Designs approved by Council under clause 6.5 ;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.2;
- 6.1.3 in accordance with any Public Infrastructure Plan or the like endorsed under the Planning Permit; and
- 6.1.4 to the satisfaction of Council in its capacity as the Development Agency.

6.2 Time for completion of Infrastructure Projects

The Owner agrees that if the Owner does not meet the specified Provision Trigger for an Infrastructure Project, Council in its capacity as responsible authority may:

- 6.2.1 at its absolute discretion, in writing, extend the timeframe; or
- 6.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

6.3 Obligation to complete Infrastructure Projects once commenced

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

6.4 Infrastructure Project Value

The Parties agree that the Infrastructure Project Value is a fixed amount subject only to Indexation.

6.5 Design of Infrastructure Projects

The Owner agrees that:

- 6.5.1 the Owner must, at the full cost of the Owner, prepare the Designs of the Infrastructure Projects and submit the Designs to Council and any other relevant authorities for approval;
- 6.5.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.5.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects; and
- 6.5.4 prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for its approval:
 - (a) a copy of the terms and conditions of the contract to be awarded; and
 - (b) a copy of the proposed construction program.

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6.6 Variation of Approved Plans

The Owner agrees that upon the approval by Council of the Designs there will be no further variations to the Approved Plans without the prior written consent of Council in its capacity as Development Agency.

6.7 Construction of Infrastructure Projects

In carrying out the Infrastructure Projects:

- 6.7.1 the Owner is responsible for all design and construction risks in relation to the Infrastructure Projects; and
- 6.7.2 Council is released from liability to pay and the Owner holds Council harmless in respect of any costs beyond the Infrastructure Project Value.

7. Certificate of Practical Completion

7.1 Certificate of Practical Completion

Council agrees that it will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement, has been completed to the satisfaction of Council in its capacity as Development Agency in accordance with this Agreement.

7.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 7.2.1 accord with the Approved Plans and the Infrastructure Design Manual unless otherwise agreed in writing by Council;
- 7.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 7.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 7.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 7.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

7.3 Construction Procedures

The Parties agree that:

- 7.3.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 7.3.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion;
- 7.3.3 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:

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(a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and

(b) what must be done to satisfactorily complete the Infrastructure Project;

7.3.4 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction;

7.3.5 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:

(a) consent of the owner of land to access such land;

(b) satisfied any condition of such consent; and

(c) in place all proper occupational health and safety plans as may be required under any law of the State of Victoria;

7.3.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

7.4 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner:

7.4.1 must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;

7.4.2 must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;

7.4.3 is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period or the transfer of the land containing the Infrastructure Project or the transfer of the Infrastructure Project in accordance with clause 10 whichever is the later.

8. Land Projects

8.1 Transfer or vesting of Land Project

The Owner agrees to transfer to or vest in Council as directed by Council any Land Project:

8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;

8.1.2 free of all encumbrances and any structure, debris, rubbish, refuse and contamination, except as agreed by Council;

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- 8.1.3 with all services to be available as specified in the relevant column of Schedule 3; and
- 8.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency.

8.2 Time for transfer or vesting of Land Project

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

- 8.2.1 refuse to issue any subsequent Statements of Compliance which remains at the time of the Provision Trigger in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency; or
- 8.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger on the request of the Owner.

8.3 Agreed Land Value

The Owner acknowledges and agrees that:

- 8.3.1 the Agreed Land Value:
- (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation up to the date of commencement of this Agreement;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and
- 8.3.2 upon -
- (a) the transfer of the Land Project to Council or the vesting of the Land Project in Council in satisfaction of the obligations under this Agreement; or
 - (b) payment being made to the Owner in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value -

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

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9. Public Open Space

9.1 Open Space Land

The Owner must transfer to or vest in Council for municipal purposes as directed by Council, the Open Space Land:

- 9.1.1 in accordance with the relevant Provision Trigger;
- 9.1.2 free of all encumbrances and any structure, debris, waste, rubbish and refuse except as agreed by Council;
- 9.1.3 with all services to be available or connected as specified in the relevant column of Schedule 4; and
- 9.1.4 in a condition that is to the satisfaction of Council in its capacity as Development Agency being that the Open Space Land is able to be safely used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

9.2 Time for transfer or vesting of Open Space Land

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land, Council may:

- 9.2.1 refuse to issue any subsequent Statements of Compliance in respect of the development of the Subject Land which remains at the time of the Provision Trigger until the Open Space Land has been transferred to or vested in Council; or
- 9.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger.

9.3 Value of Open Space Land

The Owner agrees that:

- 9.3.1 the Open Space Land Value:
 - (a) is the fixed amount as specified in Schedule 4 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 4, as the case may be;
 - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
 - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Open Space Land; and
- 9.3.2 upon
 - (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 52.01 of the Planning Scheme; or
 - (b) payment being made to the Owner in accordance with this Agreement –



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no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

9.4 Over – provision

- 9.4.1 The Parties agree that notwithstanding that the Open Space Land that the Owner is transferring to or vesting in Council under this Agreement is greater than the total public open space contributions that the Owner is required to make under clause 52.01 of the Planning Scheme in respect of the Subject Land, the Owner does not seek any reimbursement or payment in respect of that over-provision.
- 9.4.2 The Parties agree that clause 9.4.1 survives the termination of this Agreement.

10. Transfer of Ownership of Infrastructure Project

10.1 Transfer

The ownership of a Land Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

- 10.1.1 the registration of a plan of subdivision in the case of a Land Project and Open Space Land; and
- 10.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project not also including a Land Project.

10.2 Bank Guarantee

The Owner agrees that:

- 10.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 10.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and
- 10.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

11. Credit and processing of credits

11.1 Credit

The Parties agree that:

- 11.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;





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- 11.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 11.1.3 the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted, determined as set out in Clause 11.1.4
- 11.1.4 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
 - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;
- 11.1.5 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
- (a) Council must notify the Owner in writing that the Credit has been exhausted;
 - (b) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
 - (c) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

12. Localised Infrastructure

The Parties acknowledge and agree that:

- 12.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 12.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

13. Further obligations of the Parties

13.1 Transaction costs

Where the Owner is required to transfer or vest a Land Project or Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

13.2 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.





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13.3 Further actions

The Owner:

- 13.3.1 must do all things necessary to give effect to this Agreement;
- 13.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land and the Parent Titles in accordance with section 181 of the Act; and
- 13.3.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

13.4 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 13.4.1 Plan Checking Fee;
- 13.4.2 Supervision Fee;
- 13.4.3 Satisfaction Fee; or
- 13.4.4 Consent Fee

as required.

13.5 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 13.5.1 drafting, finalising, signing and recording this Agreement;
- 13.5.2 drafting, finalising and recording any amendment to this Agreement; and
- 13.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

13.6 Time for determining satisfaction

If Council makes a request for payment of:

- 13.6.1 a fee under clause 13.4; or
- 13.6.2 any costs or expenses under clause 13.5

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

13.7 Interest for overdue money

The Owner agrees that:





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13.7.1 the Owner must pay to Council interest in accordance with the rate used for the purposes of section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

13.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

14. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

15. Owner's warranties

15.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

16. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of titles of the Subject Land, the Owner must require successors in title to:

16.1 give effect to this Agreement; and

16.2 enter into a deed agreeing to be bound by the terms of this Agreement.

17. General matters

17.1 Notices

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

17.1.1 personally on the other Party;

17.1.2 by leaving it at the other Party's Current Address;

17.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

17.1.4 by email to the other Party's Current Email.

17.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

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17.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

17.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

17.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

17.6 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

17.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

18. GST

18.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

18.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

18.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 18.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

18.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 18.3.

19. GAIC

19.1 The Owner acknowledges and agrees that apart from the land specified in Schedule 5, all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.

19.2 The Parties agree that clause 19.1 survives the termination of this Agreement

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- 19.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from its Inherent GAIC liability.

20. Commencement of Agreement

This Agreement commences on the date of this Agreement.

21. Amendment of Agreement

- 21.1 This Agreement may be amended in accordance with the Act.
- 21.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

22. Ending of Agreement

- 22.1 This Agreement ends:
- 22.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 22.2 Notwithstanding clause 22.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.5 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land and Parent Titles.
- 22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.7 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the



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Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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Schedule 1

- Point Cook West Development Contributions Plan

Schedule 2

Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	% of project costs	Provision Trigger	Infrastructure Project Value	Credit Value
PB03	Brownlow Drive Pedestrian Crossing - Construction of a signalised pedestrian crossing	100%	Prior to Statement of Compliance issuing for Stage 31	\$336,660 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this Agreement	\$336,660 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this Agreement
RD01	Construction of 2 lane carriageway for 212m, excluding intersections (interim treatment) between Hacketts Road and the Princes Freeway.	100%	Prior to Statement of Compliance issuing for Stage 16	\$914,750 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this agreement	\$914,750 This is a July 2017 \$ figure subject to Indexation to the date of commencement of this agreement

* If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.

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Schedule 3
Land Project

DCP Project No.	Description of Land Project*	% of project costs	Provision Trigger	Authority the Land Project is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).]	Agreed Land Value	Credit Value
RD-01	Land totalling 0.7208 hectares for Dunnings Road Reserve to enable construction of 2 lane carriageway for 212m excluding intersections (interim treatment) between Hacketts Road and the Princes Freeway.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$1,441,600 calculated as \$2,000,000 per hectare x 0.7208 ha. This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$1,441,600 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
RD-02	Land for Dunnings Road overpass (ultimate treatment) comprising 1.9300 ha.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$3,860,000 calculated as \$2,000,000 per ha x 1.93000. This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$3,860,000 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
IN01	Land for Dunnings Road/Hacketts Road intersection (ultimate treatment) comprising 0.7518 ha.	100%	Prior to the earlier of a Statement of Compliance issuing for Stage 16B or 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$1,503,600 calculated as \$2,000,000 per ha x 0.7518 ha. This is a 1 July 2017 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$1,503,600 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
IN03	Land for Dunnings Road/North South Connector intersection comprising 0.2000 ha.	100%	Prior to 31 December 2017.	Council	Power Gas Water Drainage Telecomm unications Sewer	\$400,000 calculated as \$2,000,000 per ha x 0.2000 ha. This is a 1 July 2017 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	\$400,000 This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
PB02	Land for Princess Freeway	100%	Prior to a Statement of Compliance	Council	Power Gas Water	\$160,000 calculated as \$2,000,000 per ha x 0.0800 ha.	\$160,000 This is a 1 July 2017

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	Pedestrian Overpass (ultimate treatment) comprising .0800ha.		issuing for Stage 32 or 30 June 2018, whichever occurs earlier.		Drainage Telecommunications Sewer	This is a 1 July 2017 figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement	figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement
--	--	--	---	--	-----------------------------------	---	---

*** If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project.**

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Schedule 4

Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Open Space Contribution that the Owner is required to make under clause 52.01 of the Planning Scheme (in hectares)#	Open Space Provision	Open Space Land Value or method used to be used for determining the Open Space Land Value
	The land identified as Park in the Endorsed Plans as: 1.0000 hectare in Stage 11; 1.0070 hectares in Stage 27; 0.7959 hectares in Stage 32 and 0.1560 hectares in Stage 35, and not defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W.	Upon the issue of a Statement of Compliance for the stage within which the park is located within the Endorsed Plans	Wyndham City Council	All services including Power Gas. Water Drainage outfall. Telecommunications Sewer	2.3821 hectares which, when combined with the 0.6179 hectares required to be provided (but which was not fully provided) for the land defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W, equals 3.0000 hectares as required in the Precinct Structure Plan.	2.8789 hectares (which, when combined with the 0.2074 hectares provided for the land defined in the first S173 Agreement for the Upper Point Cook Estate dated 10 March 2016 with dealing number AM653790W, equals 3.0863 hectares**. It must be noted that 0.0800 hectares relating to the land component of PB02 - Land for Princes Freeway Pedestrian overpass as identified in Schedule 3 - has been included in the 0.8000 hectares shown for Park A in Stage 32 of the Endorsed Plans and does not form part of the 2.8789 hectares open space provision.	The Agreed Open Space Land Value is equivalent to the amount required to satisfy the Owner's obligation contained in clause 52.01 of the Planning Scheme. Accordingly, there is no equalisation payment.**

* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.

** The parties agree, and have previously agreed, that there will be no reimbursement for the excess provision of 0.0863 hectares of passive open space and have also agreed as set out in clause 9.4.1 that there will be no reimbursement for any form of over provision

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Schedule 5

Land Specified for the purposes of clause 19.1

Project No.	Land Description	Plan Reference		
-	-	-	-	-

Schedule 6

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2

Schedule 7

- Subject Land – Sneydes Road Point Cook West being ~~part~~² of the land contained and described in Certificates of Title Volume 11890 Folio 839, Volume 11888 Folio 104, Volume 11891 Folio 140, Volume 11680 Folio 159 and Volume 11655 Folio 040.
- Planning Permit No. WYP8199/15 issued on 27 August 2015
- Planning Permit No. WYP8463/15 issued on 22 December 2015
- Planning Permit No. WYP8485/15 issued on 1 April 2016; and
- Planning Permit No. WYP9211/16 issued on 17 January 2017.

Schedule 8

Maintenance Period for defined categories of infrastructure

Infrastructure Project Category	Maintenance Period
All Infrastructure Projects	1 Year

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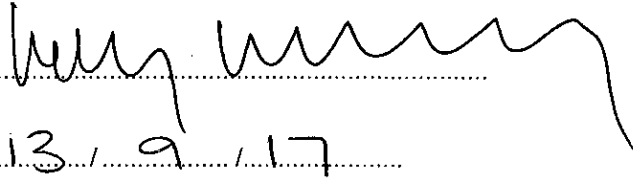
Signing Page

Signed, sealed and delivered as a deed by the Parties.

EXECUTED as an agreement.

Signed for and on behalf of the **Wyndham**
City Council pursuant to Instrument of
Delegation dated 24 June 2013.

)
)
)

..... 

Date 13 / 9 / 17



Executed by **Satterley Point Cook Pty Ltd**)
ACN 163 150 767 in accordance with s 127(1))
 of the *Corporations Act 2001* by authority of its
 directors:

.....
 Signature of Director
Anthony Robert Carr

.....
 Print full name

.....
 Signature of Director/Company Secretary

Rossmore James Carmichael

.....
 Print full name

Mortgagee's Consent

Bank of Queensland Ltd as Mortgagee under instruments of mortgage nos. AN491171T and AL906084Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
Michael Storer
 Corporate Relationship Manager

P.O.A. dated 29/4/2002

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**Annexure "A"
Open Space Plan**

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 18 January 2024 10:47 AM

PROPERTY DETAILS

Address: **4 ISHAM STREET POINT COOK 3030**

Lot and Plan Number: **Lot 2635 PS749005**

Standard Parcel Identifier (SPI): **2635\PS749005**

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

Council Property Number: **237272**

Planning Scheme: **Wyndham**

Directory Reference: **Melway 207 B3**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

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: **POINT COOK**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



UGZ - Urban Growth

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

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

PLANNING PROPERTY REPORT

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12 \(DCPO12\)](#)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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>.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 18 January 2024 10:47 AM

PROPERTY DETAILS

Address: **4 ISHAM STREET POINT COOK 3030**

Lot and Plan Number: **Lot 2635 PS749005**

Standard Parcel Identifier (SPI): **2635\PS749005**

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

Council Property Number: **237272**

Planning Scheme: **Wyndham**

Directory Reference: **Melway 207 B3**

www.wyndham.vic.gov.au

[Planning Scheme - Wyndham](#)

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: **POINT COOK**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



UGZ - Urban Growth

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

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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).

PLANNING PROPERTY REPORT

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12 \(DCPO12\)](#)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



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

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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>.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

995064

APPLICANT'S NAME & ADDRESS

WONDERS LEGAL C/- TRISEARCH (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

YEUNG, TAI HING

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

427003

This certificate is issued for:

LOT 2635 PLAN PS749005 ALSO KNOWN AS 4 ISHAM STREET POINT COOK
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 URBAN GROWTH ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12

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/>

18 January 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.



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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.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Wonders Legal C/- triSearch (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 427003

NO PROPOSALS. As at the 18th January 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

4 ISHAM STREET, POINT COOK 3030
CITY OF WYNDHAM

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

Date of issue: 18th January 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 71530143 - 71530143103018 '427003'



Civic Centre 45 Princes Highway, Werribee, Victoria 3030, Australia
Postal PO Box 197, Werribee, Victoria 3030, Australia

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

DX 30258 Werribee Vic
ABN: 38 393 903 860

Your Ref: 427003

Our Ref: w2024C39734

18 January 2024

Landata
DX 250639
MELBOURNE VIC

Dear Sir/Madam,

BUILDING PERMIT HISTORY
PROPERTY: 4 Isham Street POINT COOK VIC 3030

A search of Building Services records for the preceding 10 years has revealed the following building history.

Permit No	Building Type	Permit Date	Occupancy/Final No.	Occupancy/Final Date
2019/15828/0	Siingle Storey Dwelling and Garage	15/02/2019	AP16414/0	16/09/2019

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,



**PHILIP WILSON
CO ORDINATOR BUILDING SERVICES**



Civic Centre
Postal

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

Telephone
Facsimile
Email

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

ABN: 38 393 903 860

Your Ref: 427003

Our Ref: wLIC00558/24

Date: 18/01/2024

Landata
DX 250639
MELBOURNE VIC

LAND INFORMATION CERTIFICATE
Year Ending :30/06/2024
Assessment No: 237272
Certificate No: wLIC00558/24
All Enquiries and Updates to 1300 023 411

237272

Property Description: V 11989 F 992 L 2635 PS 749005 Tarneit Parish
AVPCC Code: 110 - Detached Home
Property Situated: 4 Isham Street
POINT COOK VIC 3030

Site Value	\$560000	CIV	\$720000	NAV	\$36000
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The level of valuation is 01/01/2023.

The Date Valuation was adopted for rating purposes is 01/07/2023.

Current Year's Rates		
General DL Rates		\$1609.20
Municipal Charge		\$33.22
Garbage Charge		\$390.40
Fire Services Levy		\$79.06
Current Rates Levied	\$2111.88	
Less Payments		(\$999.88)
Balance Outstanding		\$1112.00

TOTAL OUTSTANDING	\$1112.00
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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 \$28.90 BEING FOR THE FEE FOR THE CERTIFICATE

REFERENCE: wLIC00558/24



Mary-Jane Moala/Coordinator Finance Operations

Payment Options



BPAY (Rates payments only)

Bill Code: 76869

Customer Reference Number: 2189739

Online via Credit Card

Visit www.wyndham.vic.gov.au

Rates Payment

Bank Reference Number: 2189739

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





Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT 13 44 99

REFERENCE NO.

1253 3557 2117

DATE OF ISSUE - 18/01/2024

APPLICATION NO.

1177054

LANDATA COUNTER SERVICES

YOUR REF.
71530143-027-1

SOURCE NO. 99904685210

PROPERTY: 4 ISHAM STREET POINT COOK VIC 3030**Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges**

The sum of two hundred and ninety seven dollars and six cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2023 - 30/06/2024	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	118.16	Quarterly	31/12/2023	59.08	0.00
PARKS SERVICE CHARGES	84.86	Annually	30/06/2024	84.86	0.00
WATER NETWORK CHARGE RESIDENTIAL	206.40	Quarterly	31/12/2023	103.20	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	269.56	Quarterly	31/12/2023	134.78	0.00
TOTAL	678.98			381.92	0.00

Service charges owing to 30/06/2023	0.00
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Service charges owing for this financial year	0.00
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Adjustments	0.00
-------------	------

Current amount outstanding	0.00
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Plus remainder service charges to be billed	297.06
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BALANCE including unbilled service charges	297.06
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Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1253 3557 2117



Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT
13 44 99

REFERENCE NO.

1253 3557 2117

DATE OF ISSUE - 18/01/2024

APPLICATION NO.

1177054

This statement does not include any volumetric charges from 9/10/2020. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

CONTACT 13 44 99

ABN 70 066 902 467

REFERENCE NO.

1253 3557 2117

DATE OF ISSUE - 18/01/2024

APPLICATION NO.

1177054

Information given pursuant to section 158 of the Water Act 1989

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

Please note that the property is in an area designated by Greater Western Water for the provision of a recycled water supply in addition to drinking water and sewerage services. The conditions of connection for recycled water are available on our web site at www.gww.com.au. Should you require further information, please contact Greater Western Water on 13 44 99 or by emailing to contact@gww.com.au.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

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

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

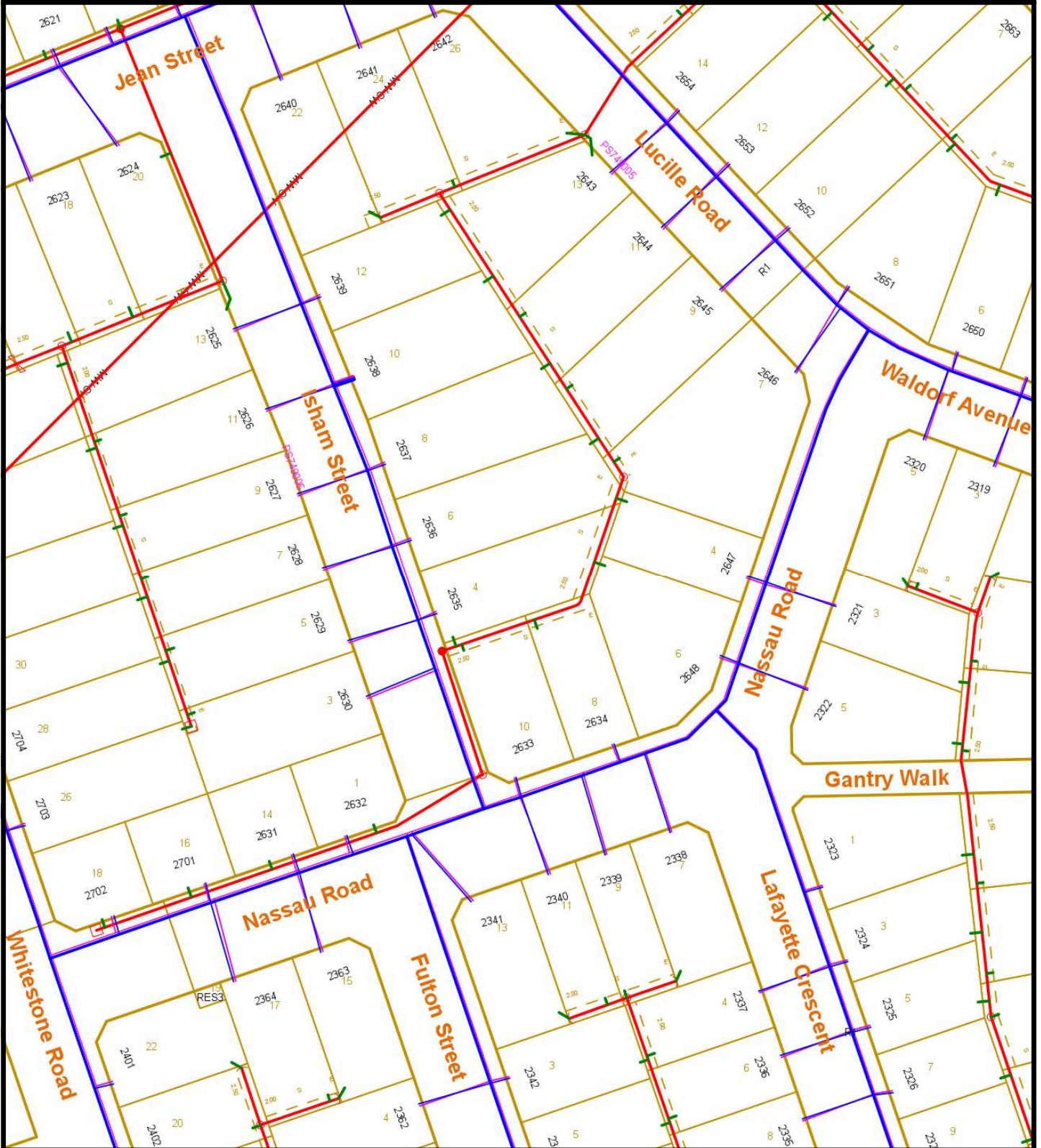
Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



Encumbrance Plan

4 ISHAM STREET POINT COOK 3030

Application No. 1177054



LEGEND

<ul style="list-style-type: none"> ● Circular Manhole Inspection Shaft Sewer Main Abandoned Sewer Main Water Main Abandoned Water Main 	<ul style="list-style-type: none"> Recycled Water Main MW Channel MW Abandoned Channel MW Natural Waterway MW Underground Drain MW Abandoned Underground Drain 	<ul style="list-style-type: none"> MW Sewer Main MW Abandoned Sewer Main MW Water Main MW Abandoned Water Main MW Manhole MW Abandoned Manhole 	<p style="font-size: small; margin-top: 5px;">Date: 18/01/2024</p>
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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 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.

Property Clearance Certificate

Land Tax



INFOTRACK / WONDERS LEGAL

Your Reference: WL:24:3783**Certificate No:** 68391352**Issue Date:** 18 JAN 2024**Enquiries:** ESYSPROD**Land Address:** 4 ISHAM STREET POINT COOK VIC 3030

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44993849	2635	749005	11989	992	\$3,380.00

Vendor: TAI HING YEUNG**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR TAI HING YEUNG	2024	\$560,000	\$2,130.00	\$0.00	\$2,130.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR TAI HING YEUNG	2022	\$625.00	\$0.00	\$625.00
MR TAI HING YEUNG	2021	\$625.00	\$0.00	\$625.00

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: \$720,000

SITE VALUE: \$560,000

CURRENT LAND TAX CHARGE: \$3,380.00

Notes to Certificate - Land Tax

Certificate No: 68391352

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 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.

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,130.00

Taxable Value = \$560,000

Calculated as \$1,350 plus (\$560,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 68391352

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: 68391352

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

Windfall Gains Tax



INFOTRACK / WONDERS LEGAL

Your Reference: WL:24:3783**Certificate No:** 68391352**Issue Date:** 18 JAN 2024**Land Address:** 4 ISHAM STREET POINT COOK VIC 3030

Lot	Plan	Volume	Folio
2635	749005	11989	992

Vendor: TAI HING YEUNG**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.

CURRENT WINDFALL GAINS TAX CHARGE:**\$0.00**

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 68391352

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 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.

General information

8. 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.
9. 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.
10. 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

<p>BPAY</p>  <p>Biller Code: 416073 Ref: 68391358</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 68391358</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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Welcome to Advantage Property Group.

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 3 working days. If you do not return the condition report within the 3 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.

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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 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

Day 18 – Application to VCAT for Possession, Rent and 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.

Advantage Property group 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!



Suite 205, 111 OVERTON ROAD,
WILLIAMS LANDING VIC 3027

P 03 9526 8103

F 03 8677 3332

E rentals@advantagepropertygroup.com.au

www.advantagepropertygroup.com.au

How to pay your rent

Advantage Property Group 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 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: Advantage Property Group Trust (or APG Trust)

Bank: ANZ

BSB: 013381

ACCOUNT NUMBER: 267435978

Please use the following reference when making a payment: 4ISHAM

Your Rent is due on or before the 9th of every month.

Your monthly rental payment is \$1,717 to \$1,738 on 09/07/2022

Agent DocuSigned by:
Dani Berko
E218DBCf683A4C7...

Tenant DocuSigned by:
Lauren Trojkanic
6B298E7350574EF...

DocuSigned by:
Matthew Jakovidis
E2EA9069F1C9453...



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

E218DBCf683A4C7...

Tenant

DocuSigned by:

Lauren Trojkonic

6B298E7350574EF...

DocuSigned by:

Matthew Jakobidis

E2EA9069F1C9453...



WET WIPES ARE NOT TO BE FLUSHED DOWN TOILETS

It is a condition of your Lease 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
E218DBCf683A4C7...

Tenant

DocuSigned by:
Lauren Trojkonic
6B298E7350574EF...

DocuSigned by:
Matthew Sakovidis
E2EA9069F1C9453...

APGconnect

Let us Connect you!

Advantage Property Group has teamed up with Move in Connect to create APG Connect. Utilising the comprehensive comparison services of Connect Now, APG Connect 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.

Service provided by Move in Connect.

For more information call Move in Connect on 1300 786 045 or visit them at York House, L1, 123 York Street, South Melbourne VIC 3205 or www.moveinconnect.com.au. For terms and conditions, please visit www.moveinconnect.com.au or email connections@moveinconnect.com.au



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 (especially 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



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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



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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

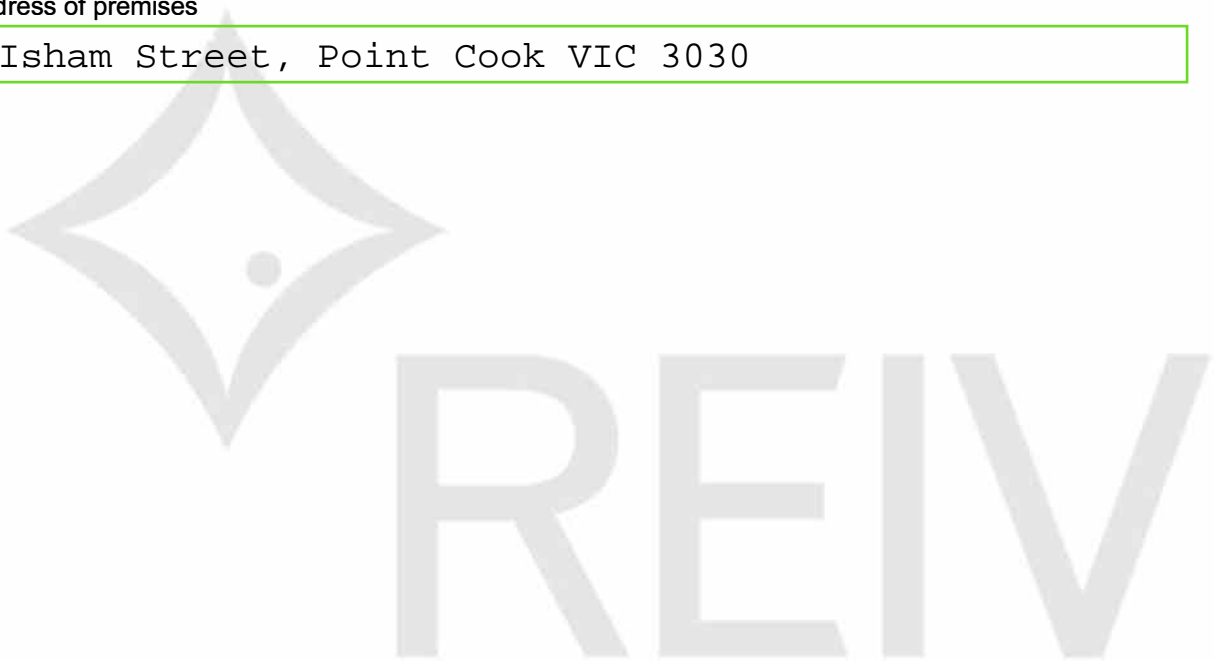
1. DATE OF AGREEMENT

This is the date the agreement is signed day of , 20

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



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Residential Rental Agreement[®]**3. RENTAL PROVIDER'S DETAILS**Full name or company name of rental provider: Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**Phone number: **03 9526 8103**

ACN: _____

Email address: **rentals@advantagepropertygroup.com.au**Full name or company name of rental provider: Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**Phone number: **03 9526 8103**

ACN: _____

Email address: **rentals@advantagepropertygroup.com.au**Full name or company name of rental provider: Address: **Suite 205 / 111 Overton Road, Williams Landing VIC 3027**Phone number: **03 9526 8103**

ACN: _____

Email address: **rentals@advantagepropertygroup.com.au****RENTAL PROVIDER'S AGENT DETAILS**Full name: **A.O.K. Corp Pty Ltd T/As Advantage Property Group**Address: **Suite 205 / 111 Overton Rd, Williams Landing Vic 3027**Phone number: **03 9526 8103**ACN: **150 781 052**Email address: **rentals@advantagepropertygroup.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.

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Full name of renter:	Lauren Trojkovic
Current Address:	4 Isham Street, Point Cook, VIC, 3030
Phone number:	0431 548 396
Email address:	laurentrojkoovic@gmail.com
Full name of renter:	Matthew Jakovidis
Current Address:	4 Isham Street, Point Cook, VIC, 3030
Phone number:	0439 343 544
Email address:	mattjako_@hotmail.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



5. LENGTH OF AGREEMENT

Fixed term agreement

Start date: 9th day of April, 2022
 (this is the date the agreement starts and you may move in)

End date: 8th day of October, 2022

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)

1,717 to \$1,738 on 09/07/2022

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)

9th of each month.

Date first rent payment due

09/04/2022

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 (\$)

2,507.00 (PAID)

Date bond payment due

09/10/2020

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: APG Trust, BSB: 013381, Account: 267435978, Reference:** 4 ISHAM

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.

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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:

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

No.

DocuSigned by:
Dani Berko
E218DBC683A4C7...

The RENTAL PROVIDER:

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

No.

The RENTAL PROVIDER:

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

No.

9.2



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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: Lauren Trojkovic
laurentrojko@gmail.com

DocuSigned by:
Lauren Trojkovic
6B298E7350574EF...

No.

The RENTER:

Yes, at this email address: Matthew Jakovidis
mattjako@hotmail.com

DocuSigned by:
Matthew Jakovidis
E2EA9069F1C9453...

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)



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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**

Emergency contact phone: **0420 765 539**

Emergency contact email: **rentals@advantagepropertygroup.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.



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Residential Rental Agreement[®]**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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Residential Rental Agreement[®]**PART D - RIGHTS AND OBLIGATIONS**

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

20. USE OF THE PREMISES

The renter—

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

21. CONDITION OF THE PREMISES

The rental provider—

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

The renter 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.

Two handwritten signatures are shown, each enclosed in a blue rectangular box. The first signature is "DS" and the second is "MJ".

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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: TaiHing Yeung Sign: DocuSigned by: *Dani Berko* E218DBCF683A4C7... Dated: 07-Apr-2022

Name: N/A Sign: _____ Dated: _____

Name: N/A Sign: _____ Dated: _____

RENTER

Name: Lauren Trojkovic Sign: DocuSigned by: *Lauren Trojkovic* 6B298E7350574EF... Dated: 09-Apr-2022

Name: Matthew Jakovidis Sign: DocuSigned by: *Matthew Jakovidis* E2EA9069F1C9453... Dated: 09-Apr-2022

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

SFC

CONSULTING BUILDING SURVEYORS
Suite 1/86 High St Berwick Vic 3806
PH: (03) 9796 2755 FAX: (03) 9796 1884
Mobile: 0408 176 132 Inspections: 9796 2755

Building Act 1993
BUILDING REGULATIONS 2006
Regulation 313

BUILDING PERMIT

Issued to:

Owner Land: T. H. Young O.B.Consent No. _____
Postal Address: LS. 266 La Trobe Street Postcode: 3000
Contact Person: Melbourne Telephone: _____

Properties Details:

Number: 4 Street/Road: 1 Sham Street City/Suburb/Town: Tarnait
Lot/s: 20 35 LP/PS: 749005 Volume: 11987 Folio: 992
Crown Allotment: _____ Section: _____ Parish: _____ County: _____
Municipal District: City of Wyndham Allotment Area: _____ m²

Building Practitioners and/or Architects:

(a) To be engaged in Building Work ¹

Builder Name: Mustafa Yorenc Category: DBU Registration No: 30499

Builder Company: Symmetric Homes Tel: _____

Builder Address: 23 Mirraway Drive Port Melbourne

Details of Domestic Building Insurance: AA&I Insure CA07150

(b) Who are engaged to prepare documents forming part of the application for this permit ²

Name: Doc Sergio van Category: EC Registration No: 22626

Name: _____ Category: _____ Registration No: _____

Details of Relevant Planning Permit:

Planning Permit No.: N/A Date of Grant of Planning Permit: N/A

Nature of Building works:

* Construction of new building, extension, alteration, change of use, demolition, removal or re-erection of a building

* Circle if applicable or give other description

Stage of Building work permitted: Construction of 2/3 Dwelling den 1 car +

garage
Value of Building Work: \$ 304 000 Total floor area of new building work: _____ m²

Building Classification:

Part of Building: Whole BCA Classification³: 1a(1) Description⁴: Dwelling
Part of Building: _____ BCA Classification³: _____ Description⁴: _____
Part of Building: _____ BCA Classification³: _____ Description⁴: _____

Bushfire Attached Level: BAL-12.5, BAL-19, BAL-29, BAL-40, BAL-FZ, Section 10, Regulations 608, (Not Applicable (N/A)).

Dwelling Details:

No. of existing dwellings: Nil No. of dwellings to be demolished: N/A No. of storey: 1

Ground floor materials: concrete No. of dwellings to be constructed: all Frame material: timber

Roof cladding material: Tile External wall material: Brickwork

Rainwater Tank: YES / NO Solar Hot Water: YES / NO

If applicable, Alternative Solutions Requirement of NCC: _____ NCC Clause: _____

If applicable, Building Appeals Board Determination: _____

Inspection Requirements:

The mandatory notification stages are: Footings, frame, and stormwater

Occupation of Building:

An occupancy permit / certificate of final inspection* is required prior to the occupation of this building

Commencement or Completion:

This building must be commenced by: 12/2/2020 This building must be completed by: 15/2/2021

Relevant Building Surveyor:

Name: Mr. Frank S. Coco (aka Sam Coco) Registration No: BSU 1082

Permit No: BSU1082/2019/15,828/10 Date of Issue of Permit: 15/2/2019

Signature: _____



SFC Consulting Building Engineers
Suite 1/86 High Street, Berwick, VIC 3806
Phone: 03 9795 2755 • Fax: 03 9796 1884
Email: info@sfcconsulting.com.au

FORM 16

Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT**Property Details**

Number: 4	Street/Road: Isham Street	Suburb: Tarneit	Postcode: 3029
Lot/s: 2635	LP/PS: 749005	Volume: 11987	Folio: 992
Crown: allotment	Section: No	Parish:	County:
Municipal District: Wyndham City Council			

Building permit details

Building permit number: **BSU1082/15828/0**
Version of BCA applicable to building permit:

Building Details

Part of building to which permit applies:	single storey dwelling. Class 1a(i) with garage All parts	Permitted use:
BCA Class of building:	1ai	Maximum permissible floor live load: 1.5
Maximum number of people to be accommodated:	0	

Storeys contained: 1	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction:

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation.

NOTES


In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. In the case where this permit is issued in relation to a place of public entertainment it is evidence that the place to which it applies is suitable for occupation for the purpose of the public entertainment for which it is issued. This occupancy permit is not evidence of compliance with the Building Act 1993 or the Building Regulations 2009.

For class 9 buildings the owner must ensure that this permit is displayed in the approved location.

Regulation 1208 (not applicable to Class 1a or 10 buildings) of the Building Regulations 2009 provides that an owner of a building who is required under an occupancy permit or regulation to maintain an essential service must-

- (a) maintain records of maintenance checks; and
- (b) complete an essential services report in accordance with regulation 1209 before each anniversary of the date of occupancy permit or determination under regulation 1207; and
- (c) keep all essential service reports and records of maintenance checks on the premises for inspection by the municipal building surveyor or chief officer at any time on request. PENALTY: 10 penalty units

Relevant building surveyor

Name:	Sam F Coco
Address:	Suite 1/86 High Street, Berwick, Vic. 3806
Email:	sfcbuildingpermits@gmail.com
Building practitioner registration no.:	BSU1082
Municipal district name:	Wyndham City Council
Occupancy Permit no.	AP16414/0
Date of issue:	16 September 2019
Signature:	

MARSH ADVANTAGE INSURANCE

Certificate of Currency

This Certificate is issued as a matter of information only and confers no rights upon the holder. It does not amend, extend or alter the coverage afforded by the policy/policies listed. It is provided as a summary only of the cover provided and is current only at the date of issue. For full particulars, reference must be made to the current policy wording.

Insured: **Symmetric Pty Ltd**

Class of Insurance: Annual Contract Works & Third Party Liability

Period of Insurance: From: 07.04.2018 4:00 p.m. Local standard time
To: 07.04.2019 4:00 p.m. Local standard time

Insurer: Certain Underwriters at Lloyds of London – 100% All Sections

Policy Number: **02IK704512/497766**

Geographical Limit: Anywhere in the Commonwealth of Australia, including whilst in transit (which includes coastal marine and inland waterway shipments) between any places herein

Sums Insured: **Contract Works**
\$2,500,000 any one contract

Third Party Liability

Public Liability \$ 10,000,000 any one occurrence

Products Liability \$ 10,000,000 any one occurrence and in the aggregate



Jessica Monaco⁺ |

Marsh Advantage Insurance Pty Ltd
GPO Box 1229
MELBOURNE VIC 3001

If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply.