

FORM 1
Estate Agents Act 1980
Regulation 5(a)

**CONTRACT OF SALE OF REAL ESTATE—
PARTICULARS OF SALE**

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

Property Address: 46 Thwaites Road, Pakenham VIC 3810

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

The terms of this contract are contained in the—

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31 **Sale of Land Act 1962**

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

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

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

EXCEPTIONS

The 3-day cooling-off period does not apply if—

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY "OFF-THE-PLAN"

Off-the-plan sales

Section 9AA(1A) **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.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing—

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on / /20

Print name of person signing

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

SIGNED BY THE PURCHASER on / /20

Print name of person signing

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

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

SIGNED BY THE VENDOR on / /20

Print name of person signing Peter Nicolls for KMN Investments Pty Ltd

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

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

PARTICULARS OF SALE

Vendor's estate agent

KR Peters - Officer

432 Princes Highway, Officer VIC 3809

Telephone: 5943 1111

Mobile:

Email: officer@krpeters.com.au

Vendor

KMN Investments Pty Ltd ACN 098452781 of 20 Bruce Street, Mount Waverley VIC 3149

Vendor's legal practitioner or conveyancer

Genuine Conveyancing

18 Pioneer Way, Officer VIC 3809

Telephone: 0423 209 733

cyndal@genuineconveyancing.com.au

Purchaser

Purchaser's legal practitioner or conveyancer

Telephone:

Fax:

Email:

Land (general conditions 3 and 9)

The land is as described in the table below

| Certificate of Title reference | being lot | on plan |
|--------------------------------|-----------|---------|
| Volume 11264 Folio 139 | 50 | 620711H |

OR is described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: 46 Thwaites Road, Pakenham VIC 3810

Goods sold with the land (general condition 2.3(f))

All fixtures of a permanent nature

Payment (general condition 11)

Price

Deposit _____ by / /20 (of which _____ has been paid)

Balance _____ payable at settlement

GST (general condition 13)

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

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

'farming business' or 'going concern' in this box

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

Settlement (general condition 10)

is due on

☐ the land is a lot on an unregistered plan of subdivision, therefore settlement is due on the later of:

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

Lease (general condition 1.1)

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

Subject to lease

in which case refer to general condition 1.1. If **'subject to lease'** then particulars of the lease are:

Terms contract (general condition 23)

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

and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount: \$

Approval date:

Special conditions

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

Special conditions

If the contract is subject to **'special conditions'** then particulars of the special conditions are:

FORM 2
Estate Agents Act 1980
Regulation 5(a)

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

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

5. **Consents**

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

6. **Transfer**

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

7. **Release of security interest**

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must—
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General law land

- 9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

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

11. Payment

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

12. Stakeholding

- 12.1 The deposit must be released to the vendor if :
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the 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.

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

- 17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer—
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

- (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

SPECIAL CONDITIONS

| |
|----|
| EC |
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1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and this special condition 1 applies, if the box is marked "EC"

- (a) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- (b) A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- (c) Each party must:
 - (i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (ii) 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
 - (iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- (d) The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- (e) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- (f) Settlement occurs when the workspace records that:
 - (i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (ii) 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.
- (g) The parties must do everything reasonably necessary to effect settlement:
 - (i) electronically on the next business day, or
 - (ii) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1(f) has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- (h) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- (i) The vendor must before settlement:
 - (i) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (ii) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (iii) 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
 - (iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- (j) The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

2. Foreign Resident Capital Gains Withholding

- 2.1 Interpretation

Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("TAA") have the same meaning in this special condition unless the context requires otherwise.
- 2.2 Amount to be withheld

Only 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 of the TAA ("the amount"), then:

 - (a) the amount is to be deducted from the vendor's entitlement to the contract consideration; and
 - (b) if there is no consideration or non-monetary consideration, the vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration; and
 - (c) special condition 2.3 applies.
- 2.3 Purchaser and vendor obligations
 - (a) The purchaser must:
 - (i) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (ii) ensure that the representative does so.
 - (b) The purchaser must (and the terms of engagement for the purchaser's representative are taken to include instructions to) have regard to the vendor's interests and:

- (i) 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 purchaser (or its representative) in accordance with this special condition if the sale of the property settles;
- (ii) promptly provide the vendor with proof of payment;
- (iii) otherwise comply, or ensure compliance with, this special condition; and
- (iv) where the amount is not payable to the Commissioner, return it promptly to the vendor and the amount is a charge on the land until payment of the amount is made in accordance with this special condition; despite:
- (v) any contrary instructions, other than from both the purchaser and the vendor; and
- (vi) any other provision in this contract to the contrary.
- (c) The purchaser (and its representative) is taken to have complied with the obligations in special condition 2.3(b) if:
 - (i) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (ii) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- (d) Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 of the TAA must be given to the purchaser at least 5 business days before the due date for settlement.
- (e) The vendor must provide the purchaser with the information needed for the purchaser to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of the TAA. 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.
- (f) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.
- (g) The requirements of this special condition which are not or cannot be satisfied by settlement will survive and will not in any way be removed or be satisfied or determined on settlement.

3. Auction

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

4. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

5. FIRB Approval

- 5.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- 5.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- 5.3 This warranty and indemnity do not merge on completion of this contract.

6. GST Withholding

- 6.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (C'th) or in *A New Tax System (Goods and Services Tax) Act 1999* (C'th) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 6.2 This special condition 6 applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (C'th) 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 special condition 6 is to be taken as relieving the vendor from compliance with section 14-255.
- 6.3 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* (C'th). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 6.4 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 special condition; and
 - (b) ensure that the representative does so.
- 6.5 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 special 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 special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 6.6 The representative is taken to have complied with the requirements of special condition 6.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.7 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 settlement system described in special condition 6.6.
- However, if the purchaser gives the bank cheque in accordance with this special condition 6.7, 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.
- 6.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 6.9 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.
- 6.10 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.
- 6.11 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 the vendor's failure, including breach of a warranty in special condition 6A.10 ; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 6.12 This special condition will not merge on settlement.

7. Statement of Adjustment

The Purchasers Representative must provide to the Vendors Representative the Statement of Adjustments along with all current rate and taxes certificates including Land Information Certificate, Water Information Statement and Land Tax Clearance Certificate at least 7 days prior to settlement.

8. Land Tax

- 8.1 The Purchaser acknowledges that the State Revenue Office may group all the lots in the Plan of Subdivision and assess land tax against the Vendor in respect of the Property based upon the aggregate of the unimproved values of each lot in the Plan of Subdivision.
- 8.2 Land Tax is to be adjusted in the proportional value at settlement.
- 8.3 If after settlement a land tax assessment or certificate is found to be incorrect, the parties agree that an adjustment will be made between the parties within seven (7) days of the Vendor serving a written notice to the Purchaser demanding such adjustment. The parties agree that this Special Condition 8 does not merge on settlement.

9. Interest and Cost Payable on Default

- 9.1 Should the Purchaser default in the payment of any amount payable under the Contract, then the Purchaser will incur Penalty Interest and Default Fees as follows, which are to be adjusted and paid at Settlement, unless the Contract is ended, at which point payment of the Interest and Cost on Default are payable within 14 days of the Contract being ended:
- (a) A Default Fee of \$200.00 plus GST is payable to the Vendors Conveyancer for each and every default;
 - (b) The Professional Fee for the services of a Default Notice of \$500.00 plus GST is payable to the Vendors Conveyancer for each and every default.
- 9.2 Should the Purchaser fail to complete the purchase of the property on the date specified in the Contract, the Purchaser acknowledges that Vendor may or will suffer the following reasonably foreseeable losses and expenses which the Purchaser will be required to pay to the Vendor at Settlement in addition to the Interest and Default Costs referred to in Special Condition 10.1:
- (a) All costs associated with obtaining bridging finance to complete the Vendors 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;
 - (c) Accommodation and Removalist expenses necessarily incurred by the Vendor;
 - (d) Cost and Expenses incurred between the Vendor and Vendors Conveyancer;
 - (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendors Purchase;
 - (f) Settlement Rescheduling Fee of \$100.00 plus GST for each and every Settlement Reschedule.
 - (g) Additional Land Tax, if applicable.

10. Building and Pest Inspection Report – If this box is ticked and initialled by all parties ☐

- 10.1 This Contract is subject to and conditional upon the Purchaser obtaining a Building Inspection Report within 7 days of the Day of Sale unless this Condition if the box above is ticked and initialled by both parties. The Purchaser may end this Contract within 7 days of the Day of Sale if the Purchaser:
- (a) obtains a written inspection report from a Registered Building Practitioner in which notes a Major, Structural or Major/Structural Defect in the Dwelling;
 - (b) serves written notice on the Vendors Conveyancer ending the Contract, together with a copy of the Building Inspection Report within the time allowed for under this condition;
 - (c) is not in Default under the Contract.
- 10.2 This Contract is subject to and conditional upon the Purchaser obtaining a Pest Inspection Report within 7 days of the Day of Sale unless this Condition if the box above is ticked and initialled by both parties. The Purchaser may end this Contract within 7 days of the Day of Sale if the Purchaser:
- (a) obtains a written inspection report from a Licensed Pest Control Operator in which notes a Pest Infestation or Live Termites;
 - (b) serves written notice on the Vendors Conveyancer ending the Contract, together with a copy of the Pest Inspection Report within the time allowed for under this condition;
 - (c) is not in Default under the Contract.
- 10.3 Should the Contract be ended under Special Condition 10.1 or 10.2, all deposit previously paid by the Purchaser is to be refunded to the Purchaser in full within 3 business days of the Contract being ended.
- 10.4 A Notice ending the Contract under Special Condition 10.1 or 10.2 must be served on the Vendors Conveyancer together with a copy of the complete Inspection Report.

11. COVID-19 Health Emergency

- 11.1 The parties agree that should the Australian or Victorian Governments require either party to be quarantined or to be in self-isolation due to the outbreak of the Coronavirus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the quarantine or self-isolation period, as soon as practicably possible. If settlement is delayed, by no more than 14 days, in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 11.2 The parties agree that should the Australian or Victorian Governments impose lockdown restrictions which prevent settlement from taking place, the settlement date will move to 7 days after the lockdown restrictions are lifted which allow the settlement to take place. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement unless the settlement is delayed beyond 7 days after the lockdown restrictions are lifted and the delay is directly caused by either party.
- 11.3 For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 (Coronavirus);
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a), (b) or (c) above.

Then the parties agree that the following provisions shall apply:

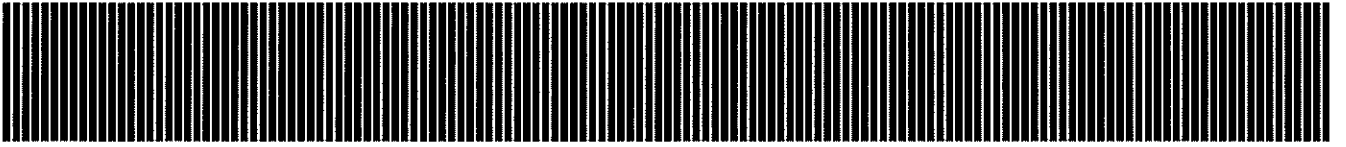
- 11.4 The other party cannot issue a Notice of Default on the party affected by 11.3(a) to 11.3(d) above until such time as the person or persons are no longer in quarantine or self-isolation.
- 11.5 The party seeking the benefit of Special Condition 11 must provide suitable documentation to provide evidence of the need for quarantine or isolation immediately upon diagnosis.
- 11.6 Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- 11.7 It is an essential term of this Contract that if the vendor is seeking the benefit of Special Condition 11 and has or permitted any person to be quarantined or self-isolated on the property at any time within a period of fourteen (14) days prior to the settlement date, then the vendor must either:
 - (a) cause for the property and all goods included on the property to be disinfected by a cleaning contractor approved by the Purchaser (acting reasonably); or
 - (b) by mutual agreement of both parties, provide an adjustment in favour of the Purchaser at settlement an amount equal to \$500.
- 11.8 **Defined Terms.**
In these Special Conditions:
 - (a) **"Covid-19"** and **"Coronavirus"** means the strain of virus more fully describes as Coronavirus Disease 2019 as declared by the World Health Organisation.
 - (b) **"Disinfect"** means:
 - (i) steam cleaning all carpets and mopping of all hard-surface floors using a disinfectant cleaning agent capable of killing the Covid-19 virus; and
 - (ii) cleaning air conditioning filters and using disinfectant products to clean all hard surfaces including without limitation, all door handles, lodge switches, remote controls, windows and appliances using a disinfectant cleaning agent capable of killing the Covid-19 virus.
 - (c) **"Quarantine"** means:
 - (i) You are at risk of having the COVID-19 infection, but not actually known to be infected. You may or may not end up with it.
 - (ii) You are asked to wait it out in isolation until 14 days have passed and you remain well. This reduces the chances of the infection spreading and applies if you have come back from the growing list of countries with a lot of infection or if you have had contact with someone who is positive.
 - (iii) If you become unwell during the 14 days, testing is done and *if positive* you move into isolation phase (or into hospital if very unwell).
 - (iv) If unwell but testing is *negative*, you should still stay in quarantine until the 14 days are up, as the infection may take that long to show up.
 - (v) If well at the end of the 14 days, you may resume normal contact, providing you stay well.
 - (d) **"Self-Isolation"** or **"Isolation"** means the isolation of an individual from other members of the public due to:
 - (i) having a confirmed case of Covid-19 Virus; or
 - (ii) being in close contact with a person with a confirmed case of Covid-19 Virus.

12. Settlement and finance rescheduling

The purchaser acknowledged that a rescheduling fee of \$100.00 plus GST for each and every settlement and finance clause reschedule will apply.

FURTHER SPECIAL CONDITIONS:

Please number each and initial each further Special Condition.



GUARANTEE AND INDEMNITY

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: KMN Investments Pty Ltd ACN 098452781

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: 46 Thwaites Road, Pakenham VIC 3810

Certificate of Title: Volume 11264 Folio 139

Guarantor: Name:

Address:

Name:

Address:

DATED: this day of 2021

| | | |
|--|---|------------------------|
| SIGNED SEALED AND DELIVERED by the said |) | |
| |) | |
| Print Name |) | |
| |) | Signature of Guarantor |
| In the presence of: |) | |
| |) | |
| Signature of Witness |) | |

| | | |
|--|---|------------------------|
| SIGNED SEALED AND DELIVERED by the said |) | |
| |) | |
| Print Name |) | |
| |) | Signature of Guarantor |
| In the presence of: |) | |
| |) | |
| Signature of Witness |) | |

Notice to Purchaser
(GST Withholding Regime)

Property: 46 Thwaites Road, Pakenham VIC 3810
Vendor: KMN Investments Pty Ltd ACN 098452781
ABN (if applicable):

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

OR

The above property is New Residential Premises or New Subdivision of Potential Residential Land ☐

AND

~~The amount of GST that the Purchaser will be required to pay to the Australian Taxation Office will be _____~~

~~Taxable supply of New Residential premises is 1/11th of the Contract Price ☐~~

~~Taxable supply of Potential Residential Land is 1/11th of the Contract Price ☐~~

~~Taxable supply under the Margin Scheme is 7% of the Contract Price ☐~~

~~The payment will be required to be paid on the settlement date~~

46 Thwaites Road, Pakenham VIC 3810
(Property)

VENDOR STATEMENT

Vendor: KMN Investments Pty Ltd ACN 098452781

GENUINE CONVEYANCING
18 Pioneer Way, OFFICER VIC 3809

Tel: 0423 209 733
Email: cyndal@genuineconveyancing.com.au
Ref: 20/0308

Vendor Statement

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

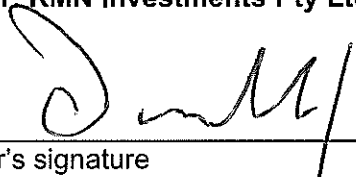
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

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: 46 Thwaites Road, Pakenham VIC 3810

Vendor: KMN Investments Pty Ltd ACN 098452781



Vendor's signature

24/06/2021
Date

Purchaser:

Purchaser's signature

____/____/20____
Date

Purchaser:

Purchaser's signature

____/____/20____
Date

1. FINANCIAL

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings**

(and any interest on them):-

Are contained in the attached certificate(s).

There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than:-

Nil, so far as the vendor is aware.

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 in the attached copies of title document/s.

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
Nil, so far as the vendor is aware.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993.

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:
Not applicable.

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the Land Acquisition and Compensation Act 1986 are as follows:
Not applicable.

5. BUILDING PERMITS

5.1 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):
Are contained in the attached certificates and/or statements.

6. OWNERS CORPORATION

6.1 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")

GAIC (and Section 7) is NOT applicable on the sale of this property.

8. SERVICES

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

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

9. TITLE

9.1 Attached are copies of the following **title documents**:

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

This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

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.



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

Page 1 of 1

VOLUME 11264 FOLIO 139

Security no : 124090731019F
Produced 23/06/2021 06:25 PM

LAND DESCRIPTION

Lot 50 on Plan of Subdivision 620711H.
PARENT TITLE Volume 11223 Folio 905
Created by instrument PS620711H 11/04/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KMN INVESTMENTS PTY LTD of 20 BRUCE STREET MOUNT WAVERLEY VIC 3149
AL297015J 18/08/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ904906Y 10/04/2018
WESTPAC BANKING CORPORATION

COVENANT D639761

COVENANT PS620711H 11/04/2011

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

DIAGRAM LOCATION

SEE PS620711H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER | STATUS | DATE |
|---------------------------------------|-----------|------------|
| AU459223X (E) TRANSFER CONTROL OF ECT | Completed | 16/06/2021 |

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 46 THWAITES ROAD PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 16/06/2021

DOCUMENT END



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| Document Type | Instrument |
| Document Identification | D639761 |
| Number of Pages (excluding this cover sheet) | 6 |
| Document Assembled | 13/06/2020 09:51 |

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D639761

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D639761

10-50 575487 FEB18-70

WEIGALL & CROWTHER

VICTORIA

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REC'D.

ABG

CREATION OF EASEMENT

JOHN LEONARD FITZPATRICK Farmer and ALVA DOUGLAS FITZPATRICK

Married Woman both

of Ahern Road, Pakenham East.

(hereinafter called "the Owner") being registered or entitled to be registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of FOUR HUNDRED AND SEVENTY DOLLARS AND THIRTY-SIX CENTS. (\$470.36)

paid to us by the VICTORIAN PIPELINES COMMISSION (hereinafter called "the Commission") Do HEREBY TRANSFER AND GRANT unto the Commission and its successors and transferees registered proprietor or proprietors for the time being of ALL THAT piece of land being part of Crown Portion 93 Parish of Eumemmerring and being the whole of



the land comprised in Certificate of Title entered in the Register Book Volume 8727 Folio 144 FULL AND FREE RIGHT AND LIBERTY to and for it and them and its and their contractors servants agents and workmen at all times hereafter for the purposes of the Victorian Pipelines Commission Act 1966 :—

- (a) To ENTER AND RE-ENTER in and upon ALL THAT piece of land delineated and colored red on the plan drawn hereon or annexed hereto and marked "A" and being part of lot2 on Plan of Subdivision No. 7209 Parish of Nar Nar Goon and being part of the land more particularly described in Certificate of Title Volume 4098 Folio 599.

c/e.

ch 4098-599 (A)

(which land is hereinafter referred to as "the servient tenement") and to bring on or remove therefrom any plant, equipment or materials and to construct re-construct or demolish any works and to excavate trenches and for footings or foundations and to lay or erect or place in on under over along or across the servient tenement and from time to time to repair remove renew re-lay or re-erect any pipes or systems of pipes for the conveyance of hydrocarbons in a gaseous state and any ancillary equipment and works associated with any such pipes or systems of pipes at any place or places and in any position or positions PROVIDED ALWAYS that the upper surface of any such pipes or systems of pipes when laid shall be approximately three feet below the surface of the servient tenement but any ancillary equipment and works associated therewith may extend up to or be upon or above the surface.

ch 8727-144

(NH)

Nr. 6/1/70.

SK. 1.M.

6/1/70

- (b) To erect and maintain any gates upon the servient tenement and any temporary fences during any period of construction or maintenance of works.
- (c) To fell and remove any tree or any limb or limbs of any tree and remove any obstructions upon the servient tenement and to carry out thereon any digging cutting excavating grading and re-grading.

6/1/70

23 FEB 1970

- (d) To go pass and repass for all of the purposes aforesaid either with or without vehicles machines plant and equipment through over and along the servient tenement.
- (e) To use the servient tenement for all purposes of and incidental to the transmission of hydrocarbons in gaseous state.
- (f) To keep the servient tenement free of any buildings whatsoever and free from any obstructions above the surface.
- (g) To maintain inspect alter repair duplicate add to renew use take up remove and replace all works and installations.
- (h) To enter re-enter and pass on foot or on horseback or in any vehicle or machine over and along the servient tenement as often as the Commission or its officers may desire for the purpose of protecting inspecting maintaining altering repairing duplicating adding to renewing using taking up removing or replacing all works and installations.

PROVIDED ALWAYS that nothing herein contained shall be deemed in any way to restrict limit or detract from any right power authority or immunity of the Commission or its successors under or by virtue of the Victorian Pipelines Commission Act 1966 or any amendment thereof or any other statute or regulation which now or hereafter may confer any rights powers authorities or immunities on the Commission.

AND PROVIDED FURTHER that the Commission will at all times fill in any excavations made in the exercise of the powers and rights hereby granted and leave the servient tenement reasonably level and free from rubbish and debris and will pay to the Owner reasonable compensation for disturbance caused by the execution by the Commission of any works on or in the servient tenement which may be carried out after completion of the initial works to be performed and constructed thereon or therein.

AND the Owner for himself his heirs executors and administrators and transferees registered proprietor or proprietors for the time being of the servient tenement HEREBY COVENANTS with the Commission and its successors and transferees registered proprietor or proprietors for the time being of the land firstly hereinbefore described not to erect on any part of the servient tenement any building or other structure or place thereon any obstruction or to cultivate or dig or excavate any part of the surface of the servient tenement to a depth greater than one foot without the previous consent in writing of the Commission first had and obtained.

AND IT IS HEREBY AGREED AND DECLARED that in the interpretation of this Instrument the singular number shall include the plural number and vice versa and the masculine gender shall include the feminine and neuter genders.

DATED the 28th day of January One thousand nine hundred and seventy

SIGNED SEALED AND DELIVERED by the
said JOHN LEONARD FITZPATRICK AND
ALVA DOUGLAS FITZPATRICK
in the State of Victoria in the presence of :

Witness

x [Signature]

x [Signature]
x [Signature]

VICTORIAN PIPELINES COMMISSION

Easement required for DUTSON-DANDENONG NATURAL GAS PIPELINE

Owner JOHN LEONARD FITZPATRICK

ALVA DOUGLAS FITZPATRICK

ADDRESS AHERN ROAD PAKENHAM EAST

Part of Allotment 10

Section

Parish of NAR-NAR-GOON

County of MORNINGTON

Area 1 a. 0 r. 33 ⁹/₁₀ p.

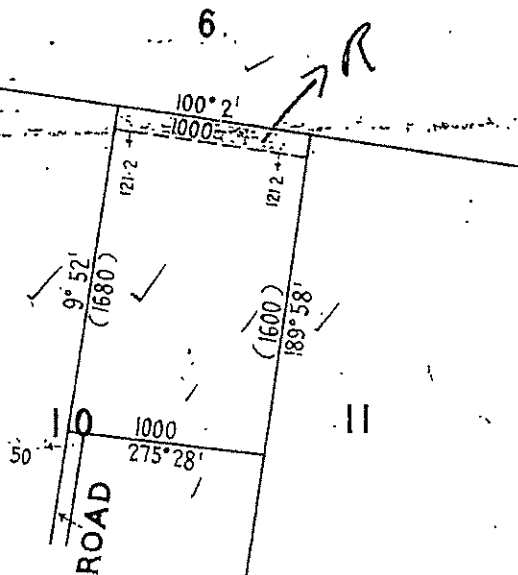
Certificate { Vol. 4098
Fol. 599

Scale: 8 CHAINS to an Inch.



COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched



Secretary for VICTORIAN PIPELINES COMMISSION

JOHN LEONARD FITZPATRICK

ALVA DOUGLAS FITZPATRICK

Measurements are in

Links

Draftsman

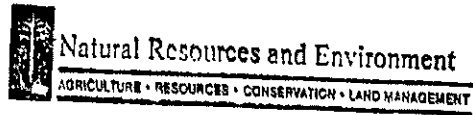
Garlick & Stewart

Checked

For Vic. Pipelines
Commission

Date

3 - 10 - 67



**INTENTIONALLY
BLANK**

THE COMMON SEAL of VICTORIAN PIPELINES
COMMISSION was hereunto affixed by the authority
of the Commission and is hereby attested by :—



A. Ronalds Commissioner

[Signature] Commissioner

[Signature] Secretary

ENCUMBRANCES REFERRED TO
MORTGAGE NO. B 915942

WE DOROTHEA MARY LEGGO Widow BETH LYNDON LEGGO Stenographer
both of 1 Chloris Crescent Caulfield South and LYNETTE ELAINE
HENRY Married Woman of 166 Minerva Road Geelong West named and
described in Mortgage No. B 915942 over the whole of the land
comprised in Certificate of Title Volume 4098 Folio ~~426~~ ⁵²⁹ DOTH

OK 23/7/20

HEREBY CONSENT to the registration of the within Creation of
Easement.

x Dorothea M Leggo

x Beth L. Leggo

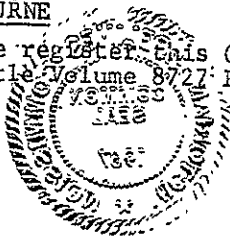
x Lynette E. Henry



DD639761-3-5

TO/
The Registrar of Titles,
MELBOURNE

Please register this Creation of Easement and on completion return Certificate
of Title Volume 8727 Folio 144 to Messrs. Boothby & Boothby.
and Mortgage No B915942



[Handwritten signature]

A memorandum of the within instrument
has been entered in the Register Book.



JOHN LEONARD FITZPATRICK AND
AIVA DOUGLAS FITZPATRICK

WITH

VICTORIAN PIPELINES COMMISSION

CREATION OF EASEMENT

WEIGALL & CROWTHER

SOLICITORS

83 WILLIAM STREET
MELBOURNE, 3000.

DNB

626121

Horton, Perle & Co. Pty. Ltd., Printers, Melbourne



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| Number of Pages (excluding this cover sheet) | 6 |
| Document Assembled | 13/06/2020 09:52 |

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Signed by Council: Cardinia Shire Council, Original Certification: 07/06/2010, Recertification: 11/02/2011, S.O.C.: 01/04/2011

| | | | | |
|---|---|---|---|--|
| PLAN OF SUBDIVISION | | STAGE No. --- | LRS USE ONLY EDITION 1 | PLAN NUMBER PS 620711H |
| LOCATION OF LAND PARISH: NAR NAR GOON TOWNSHIP: --- SECTION: --- CROWN ALLOTMENT: --- CROWN PORTION: 10 (PART) TITLE REFERENCES: VOL:11264 FOL:141 LAST PLAN REFERENCE: LOT A P.S 620710K POSTAL ADDRESS: THWAITES ROAD (at time of subdivision) PAKENHAM 3810 MGA CO-ORDINATES: E: 367 400 ZONE: 55 (of approx. centre of plan) N: 5 786 200 DATUM: GDA94 | | COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: CARDINIA SHIRE COUNCIL REF: 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / . RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE / / . | | |
| VESTING OF ROADS OR RESERVES | | | | |
| IDENTIFIER | COUNCIL/BODY/PERSON | | | |
| ROAD R1 RESERVE No: 1 RESERVE No:2 | CARDINIA SHIRE COUNCIL CARDINIA SHIRE COUNCIL SPI ELECTRICITY PTY LTD | | | |
| NOTATIONS | | | | |
| DEPTH LIMITATION DOES NOT APPLY NOTES: TANGENT POINTS ARE SHOWN THUS: LOTS 13 TO 28 (BOTH INCL) AND 38 TO 45 (BOTH INCL) HAVE BEEN OMITTED FROM THIS PLAN SURVEY: THIS PLAN IS BASED ON SURVEY VIDE | | STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. THIS IS A SPEAR PLAN THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No. | | |
| EASEMENT INFORMATION | | | | NOTATIONS |
| LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD) | | | | ESTATE: --- STAGE: 2 No. OF LOTS: 30 AREA: 2.471ha MEL: 317:F:4 |
| EASEMENT REFERENCE | PURPOSE | WIDTH (METRES) | ORIGIN | LAND BENEFITED OR IN FAVOUR OF |
| (E-1) | DRAINAGE | SEE PLAN | P.S 620710K | LAND IN P.S. 620710K AND CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED |
| (E-1) | SEWERAGE | SEE PLAN | P.S 620710K | |
| (E-2) | DRAINAGE | SEE PLAN | THIS PLAN | LAND IN THIS PLAN AND CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED |
| (E-2) | SEWERAGE | SEE PLAN | THIS PLAN | |
| (E-3) | WAY, DRAINAGE & SUPPLY OF WATER TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLES , GAS & ELECTRICITY | SEE PLAN | P.S 620710K | LAND IN P.S. 620710K AND CARDINIA SHIRE COUNCIL SOUTH EAST WATER LIMITED |
| (E-3) | SEWERAGE AND WATER SUPPLY | SEE PLAN | P.S.620710K | |
| | | | | LRS USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 04/04/2011 |
| | | | | LRS USE ONLY PLAN REGISTERED TIME 3.31PM DATE 11 / 04 /2011 GARY M ROBERTSON ASSISTANT REGISTRAR OF TITLES |
| | | | | SHEET 1 OF 4 SHEETS |
| Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au | | LICENSED SURVEYOR: GLEN VILLELLA SIGNATURE: DATE: 10/02/11 REF: 7747/2 VERSION: 6 | | DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3 |
| CHECKED G COX | DATE: 10/02/11 | | | |

Signed by Council: Cardinia Shire Council, Original Certification: 07/06/2010, Recertification: 11/02/2011, S.O.C.: 01/04/2011

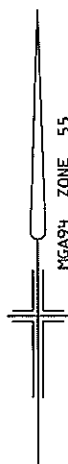
PLAN OF SUBDIVISION

STAGE No.

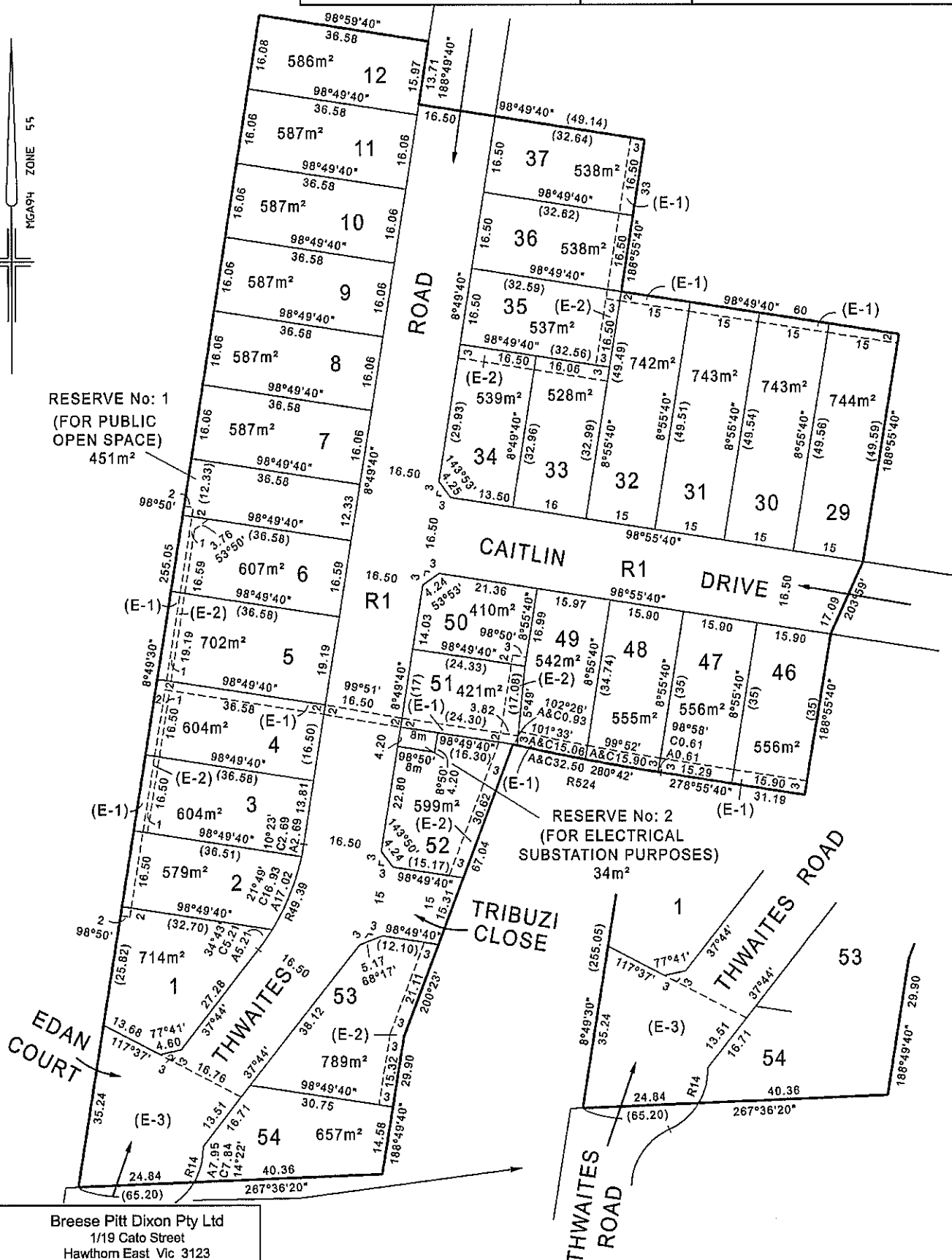
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PLAN NUMBER

PS 620711H



RESERVE No: 1
(FOR PUBLIC
OPEN SPACE)
451m²

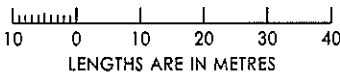


Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

ORIGINAL

SHEET
SCALE
SIZE
A3
1:800

SCALE



LICENSED SURVEYOR: GLEN VILLELLA

SIGNATURE:

REF: 7747/2

DATE: 10/02/11

VERSION: 6

SHEET 2 OF 4 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

Signed by Council: Cardinia Shire Council, Original Certification: 07/06/2010, Recertification: 11/02/2011, S.O.C.: 01/04/2011

PLAN OF SUBDIVISION

STAGE No.

--

PLAN NUMBER

PS 620711H

SUBDIVISION ACT 1988
CREATION OF RESTRICTION

Upon registration of the plan, the following restrictions are to be created.

For the purposes of these restrictions:

- (a) A dwelling means a building that contains self contained living accommodation.
- (b) A building means any structure except a fence.
- (c) All distances shown are in metres.
- (d) If a conflict shall exist between any provision in this restriction and Rescode or any instrument replacing it then the provisions of the latter shall apply.

RESTRICTION NUMBER : 1

Land to benefit : Lots 1 to 12 (both inclusive), 29 to 37 (both inclusive) and 46 to 54 (both inclusive) .

Land to be burdened: Lots 1 to 12 (both inclusive), 29 to 37 (both inclusive) and 46 to 54 (both inclusive).

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority , construct or permit to be constructed:

- (i) any more than one dwelling on each allotment.

RESTRICTION NUMBER : 2

Land to benefit : Lots 1 to 12 (both inclusive), 29 to 37 (both inclusive) and 46 to 54 (both inclusive) .

Land to be burdened: Lots 50 and 51.

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority , construct or permit to be constructed:

- (i) any dwelling outside the area shown "hatched" on sheet 4.

RESTRICTION NUMBER : 3

Land to benefit : Lots 1 to 12 (both inclusive), 29 to 37 (both inclusive) and 46 to 54 (both inclusive) .

Land to be burdened: Lots 50 and 51.

Description of Restriction : The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened shall not, without the permission of the Responsible Authority , construct or permit to be constructed:

- (i) any garage that occupies any more than 40% of the lot frontage.
- (ii) any garage that is not closer to the frontage than the dwelling, or 5.5 metres, whichever is greater.

SEE SCHEDULE ON SHEET 4



Breese Pitt Dixon Pty Ltd
 1/19 Cato Street
 Hawthorn East Vic 3123
 Ph: 8823 2300 Fax: 8823 2310
 www.bpd.com.au info@bpd.com.au

SHEET 3 OF 4 SHEETS

ORIGINAL
 SHEET
 SIZE
 A3

SCALE

LICENSED SURVEYOR: GLEN VILLELLA

SIGNATURE:

DATE: 10/02/11

REF: 7747/2

VERSION: 6

.....
 DATE / /
 COUNCIL DELEGATE SIGNATURE

Signed by Council: Cardinia Shire Council, Original Certification: 07/06/2010, Recertification: 11/02/2011, S.O.C.: 01/04/2011

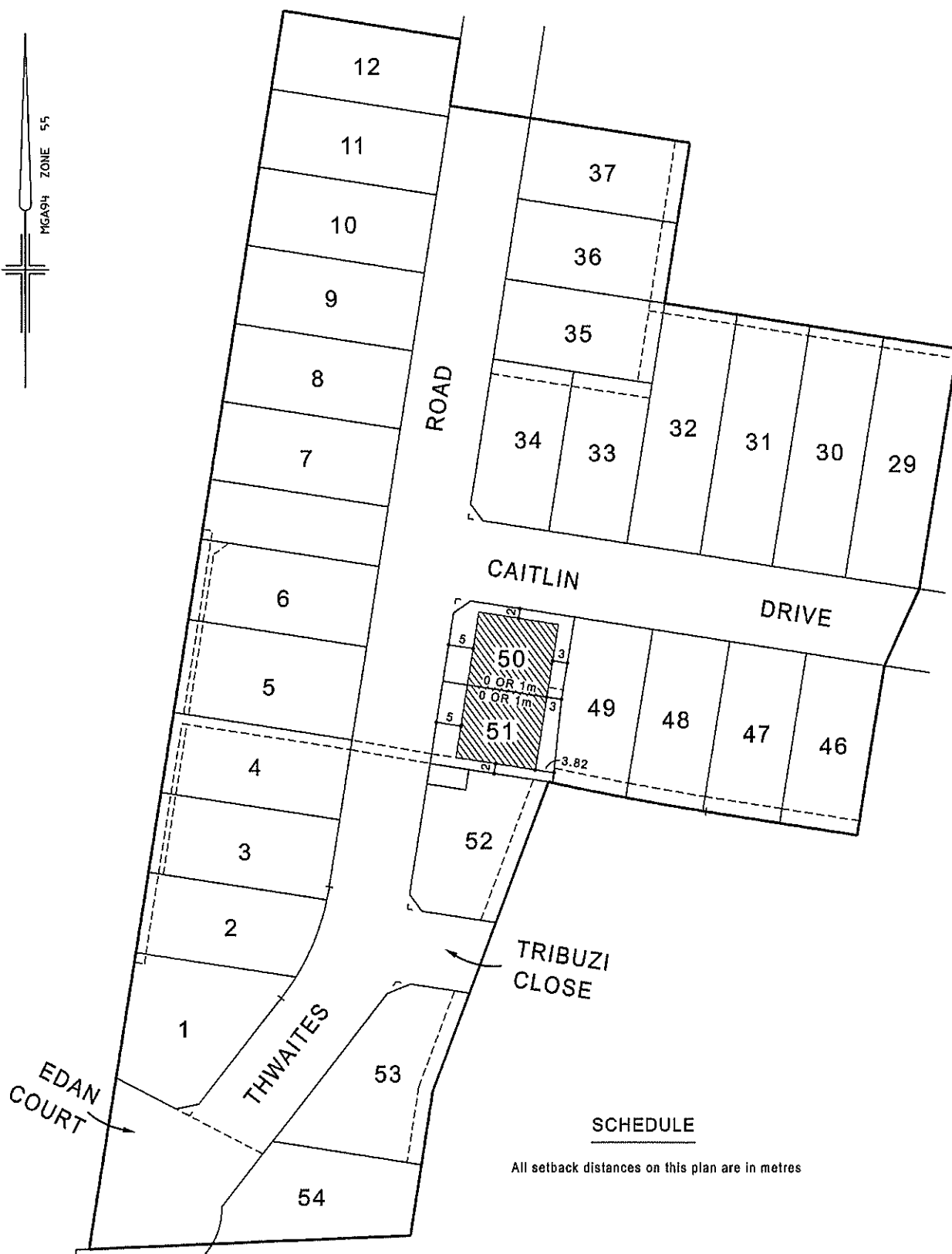
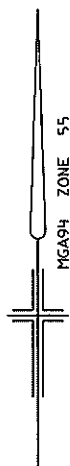
PLAN OF SUBDIVISION

STAGE No.

--

PLAN NUMBER

PS 620711H



SCHEDULE

All setback distances on this plan are in metres



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

ORIGINAL

SHEET
SIZE
A3

SCALE

10 0 10 20 30 40
LENGTHS ARE IN METRES

LICENSED SURVEYOR: GLEN VILLELLA

SIGNATURE:

REF: 7747/2

DATE: 10/02/11

VERSION: 6

SHEET 4 OF 4 SHEETS

DATE / /
COUNCIL DELEGATE SIGNATURE

Plan of Subdivision PS620711H
Certifying a New Version of an Existing Plan (Form 21)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S002151C
Plan Number: PS620711H
Council Name: Cardinia Shire Council
Council Reference Number 1: S08/169
Surveyor's Plan Version: 6

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 07/06/2010
Date of previous recertifications under Section 11(7): 04/10/2010
Date of previous recertifications under Section 11(7): 10/02/2011

Public Open Space

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

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Carolyn Murphy
Organisation: Cardinia Shire Council
Date: 11/02/2011

Plan of Subdivision PS620711H
Statement of Compliance (Form 25)

Regs (f) and 56 Subdivision (Procedures) Regulations 2000

Section 21

Subdivision Act 1988

To Allan Whittenbury (Whittenbury Homes), 2/888 Doncaster Road, Doncaster East, VIC,
3109

Statement of Compliance

| | |
|---|------------------------|
| SPEAR REF. NO. | S002151C |
| COUNCIL REF. NO. | S08/169 |
| OFFICE OF TITLES PLAN NO. | PS620711H |
| SURVEYOR'S PLAN VERSION | 6 |
| ORIGINAL DATE CERTIFIED BY COUNCIL | 07/06/2010 10:00:37 am |
| DATE OF LAST RE-CERTIFICATION BY COUNCIL | 11/02/2011 |

This is a Statement of Compliance issued under section 21 of the **Subdivision Act 1988** for the whole of the above plan.

Requirements under Parts 2 and 3 of the **Subdivision Act 1988** have now been satisfied.

In the case of a plan in a form other than paper, you should now make available this statement to the Office of Titles. If you have not yet lodged the certified plan, then this statement should be made available with this plan.

This document issued by Carolyn Murphy of Cardinia Shire Council and signed on 01/04/2011 at 12:47 pm

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 13 June 2020 10:20 AM

PROPERTY DETAILS

Address: **46 THWAITES ROAD PAKENHAM 3810**
Lot and Plan Number: **Lot 50 PS620711**
Standard Parcel Identifier (SPI): **50\PS620711**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000010876**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 317 F4**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

UTILITIES

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

[View location in VicPlan](#)

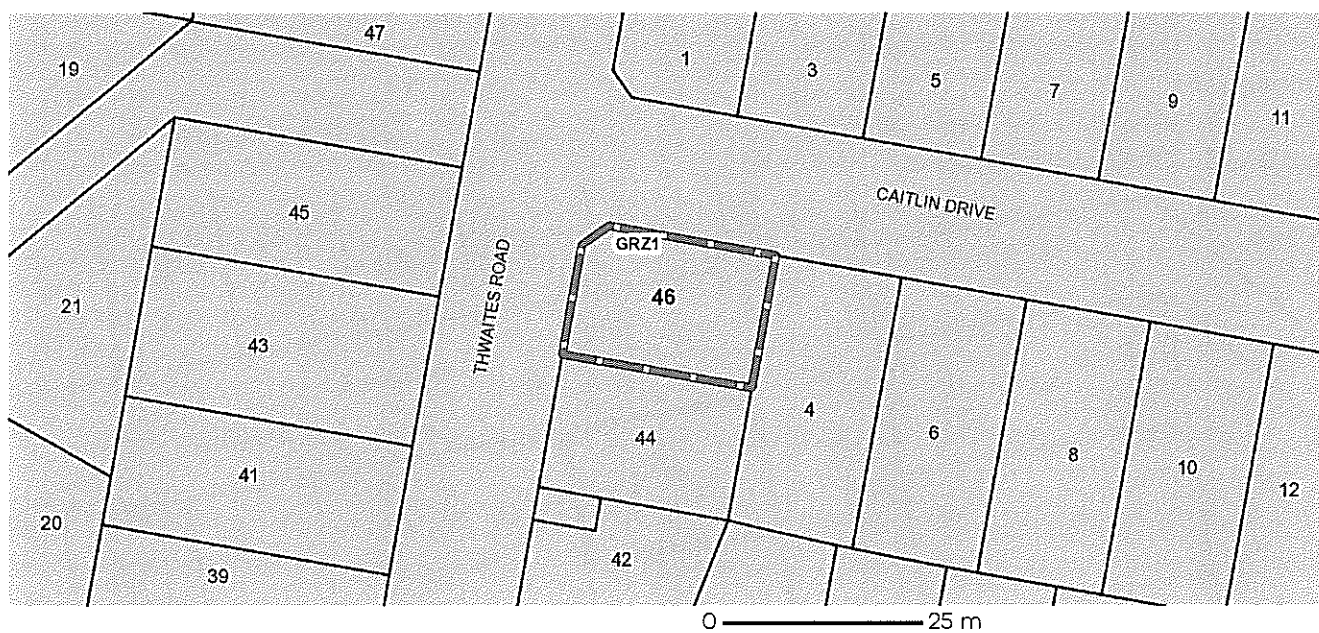
STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **GEMBROOK**

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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 Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



 **DCPO - Development Contributions Plan**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



 **LSIO - Land Subject to Inundation**

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

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Read the full disclaimer at <https://www2.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).

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

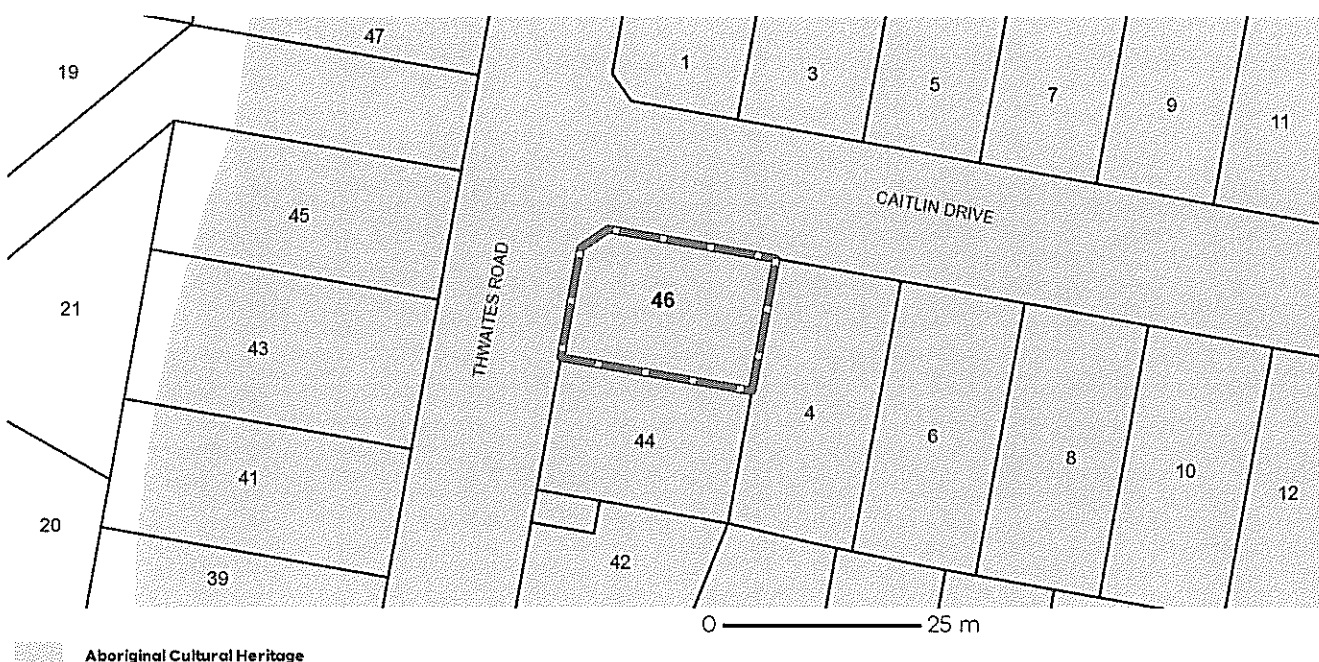
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 10 June 2020.

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 abut 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>

Designated Bushfire Prone Areas

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>

Property Report from www.land.vic.gov.au on 13 June 2020 10:20 AM

Address: 46 THWAITES ROAD PAKENHAM 3810

Lot and Plan Number: Lot 50 PS620711

Standard Parcel Identifier (SPI): 50\PS620711

Local Government (Council): CARDINIA Council Property Number: 5000010876

Directory Reference: Melway 317 F4

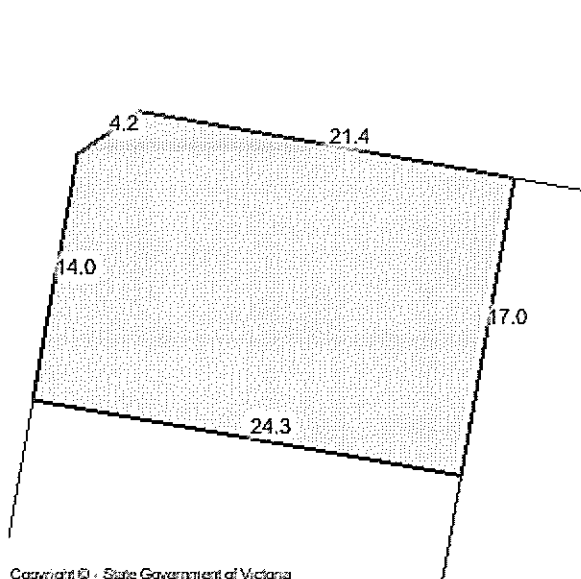
This property is not in a designated bushfire prone area.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 409 sq. m

Perimeter: 81 m

For this property:

— Site boundaries

— Road frontages

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

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

State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: GEMBROOK

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: South East Water

Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about [choosing an electricity retailer](#))

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

Planning Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

Areas of Aboriginal Cultural Heritage Sensitivity:
All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 10 June 2020.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

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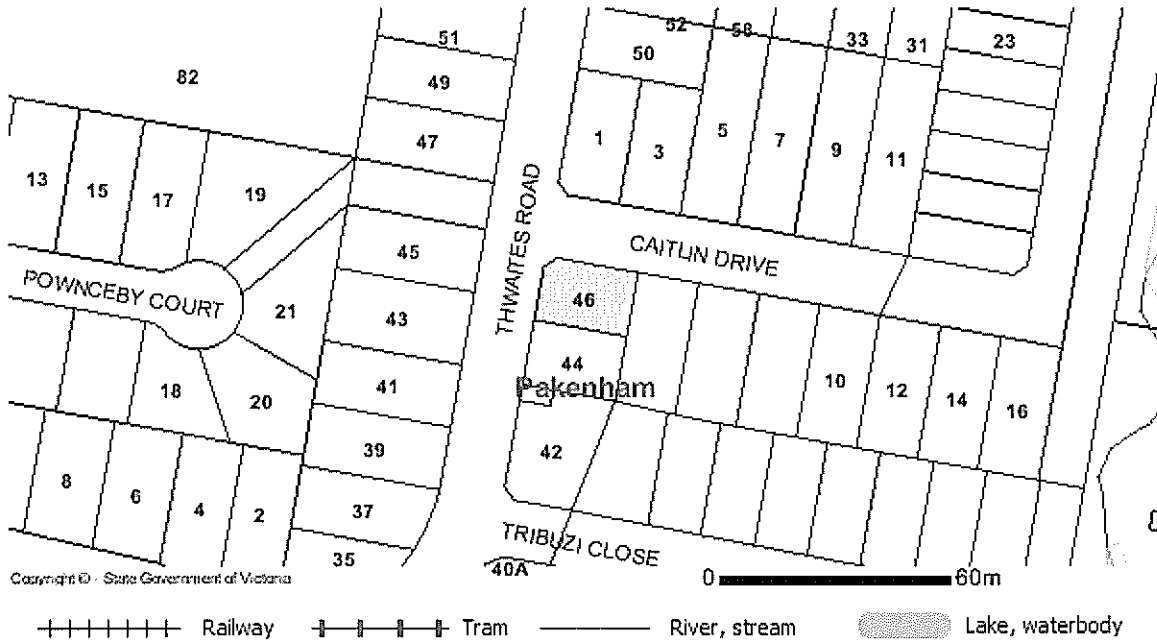
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More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html>

Area Map



Fourth instalment notice

Valuation, rates and charges for 2020/21



KMN INVESTMENTS P/L
20 BRUCE ST
MOUNT WAVERLEY VIC 3149



027
1000859
R1_1839

Rateable property details:

46 Thwaites Rd
Pakenham 3810
L50 PS620711 V11264 F139 410 m2

Instalment 4

Amount due: \$471.62

Date due: 31/05/2021

Property number: 5000010876

Issue date: 04/05/2021

Amount due includes Victorian
Government charges of \$33.92

The total amount due does not take into account payments received after 27th April 2021.

Payment options



Set up regular payments to suit your budget at cardinia.vic.gov.au/flexipay



Set up regular Centrepay deductions from your Centrelink payments at servicesaustralia.gov.au/centrepay CRN: 555 012 959V



Bill code: 858944
Ref: 50000108766



Pay in person at our Customer Service Centre
20 Siding Avenue, Officer

BPAY @ this payment via internet or phone banking
BPAY View @ - view and pay this bill via internet banking
BPAY View registration number: 50000108766



Pay by cheque or money order (please attach this slip) and mail to
PO BOX 7, Pakenham VIC 3810



Billpay Code: 0860
Ref: 5000 0108 7600 006

Call 131 816, go to postbillpay.com.au or visit an Australia Post store



To have your notices emailed
Register at cardinia.enotices.com.au
Reference No: 80B7CC06EN



*860 500001087600006

Instalment 4

Property number: 5000010876

Property address:
46 Thwaites Rd

Date paid:

Receipt number:

For more
information



1300 787 624



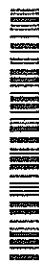
cardinia.vic.gov.au



ABN 32 210 906 807



381075-001 006074(12345) R
KMN INVESTMENTS PTY LTD
1298 HIGH STREET RD
WANTIRNA SOUTH VIC 3152



Account number: 25488905
Date due: 06 April 2021

| Last bill | Payments received | Balance | Current charges | Total due |
|-----------|-------------------|---------|-----------------|-----------|
| \$144.60 | — \$144.60cr | \$0.00 | + \$144.60 | \$144.60 |

Your account breakdown

| | |
|-------------------------------------|---------------------------------------|
| Issue date | 16 March 2021 |
| Property | 46 Thwaites Road PAKENHAM VIC 3810 |
| Property reference | 62D//19544/00053 |
| Last bill | \$144.60 |
| Payment received | \$144.60cr |
| Balance brought forward | \$0.00 |
| Our charges (no GST) | \$118.55 |
| Other authorities' charges (no GST) | \$26.08 |
| Total due | \$144.60 |

Your snapshot

Average daily cost

\$1.30

Payment options



DirectDebit
Set up payments at mysoutheastwater.com.au



EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 25488905
Account name: South EastWater Corporation



BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 100254889000004



Postbillpay
BillpayCode: 0361 Ref: 100254889000004
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store



Credit Card
Pay by Visa or MasterCard at southeastwater.com.au
or call 1300 659 658.



Centrepay
Arrange regular deductions from your Centrelink payments
visit humanservices.gov.au/centrepay CRN: 555 050 397J

Property ref: 62D//19544/00053
46 THWAITES ROAD
PAKENHAM VIC 3810

PN62D



*361 100254889000004

Total due: **\$144.60**
Account number: **25488905**
Date paid:
Receipt number:

Our charges

| | | |
|--|--|---------------------------------|
| Service charges | | For period 01/01/21 to 31/03/21 |
| Water service charge | | \$25.53 |
| Sewerage service charge | | \$93.02 |
| Total service charges | | \$118.55 |
| Our charges | | \$118.55 |
| Other authorities' charges | | |
| Waterways and Drainage charge 01/01/21 to 31/03/21 | | \$26.08 |
| Total other authorities | | \$26.08 |
| Total current charges | | \$144.60 |

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see southeastwater.com.au/residentialprices

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for 01/01/21 to 31/03/21.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Never miss a bill

Switch to eBilling today at
southeastwater.com.au/paperless



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / GENUINE CONVEYANCING

Your Reference: 20/0308
Certificate No: 47847877
Issue Date: 24 JUN 2021
Enquiries: ESYSPROD

Land Address: 46 THWAITES ROAD PAKENHAM VIC 3810

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 38778710 | 50 | 620711 | 11264 | 139 | \$0.00 |

Vendor: KMN INVESTMENTS PTY LTD
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------|------|---------------|------------------|------------------|--------|
| KMN INVESTMENTS PTY LTD | 2021 | \$195,000 | \$458.82 | \$0.00 | \$0.00 |

Comments: Land Tax of \$458.82 has been assessed for 2021, an amount of \$458.82 has been paid.

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

Comments:

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

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

Paul Broderick
Commissioner of State Revenue

| | |
|--------------------|-----------|
| CAPITAL IMP VALUE: | \$420,000 |
|--------------------|-----------|

| | |
|-------------|-----------|
| SITE VALUE: | \$195,000 |
|-------------|-----------|

| | |
|-----------------|--------|
| AMOUNT PAYABLE: | \$0.00 |
|-----------------|--------|

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 47847877

Power to issue Certificate

1. The Commissioner of State Revenue can 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. 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 payable' shown. 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 = \$0.00

Taxable Value = \$195,000

Calculated as \$0 plus (\$195,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billor Code: 5249
Ref: 47847877

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: 47847877

Visa or Mastercard

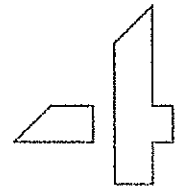
Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

BUILDING PERMIT

Form 2 Building Act 1993 Building Regulations 2006 - Regulation 319

Permit No: 27484 20144782/0



GROUP FOUR
BUILDING SURVEYORS

Issued To:

Alpha Building Group
Suite 1, 333 Wantirna Road
WANTIRNA, VIC 3152
Phone: (03) 9887-4327

Builder:

Alpha Building Group
Suite 1, 333 Wantirna Road
WANTIRNA, VIC 3152

City/Shire:

Cardinia

Ownership:

KMN INVESTMENTS PTY LTD
1298 HIGH STREET
WANTIRNA SOUTH, VIC 3152

Property Address:

(Lot 50) 46 Thwaites Road, PAKENHAM 3810

Project Description:

Construction of Dwelling (1a) - Single storey dwelling and garage

Title Details: LP/PS: 620711H, Vol: 11264, Folio: 139

Building Classification:

1a

Stage of work permitted: As shown on the approved plans

Existing dwellings:

0

Demolished dwellings:

0

Constructed dwellings:

1

Total new floor area (m2):

220.0

Cost of building work:

\$179,667.00

Practitioners:

Mr Bam Lim

EC 36436

Engaged to prepare documents

Engineer - Civil

Domestic Building Work Insurance:

Insured by: QBE residential builders
warranty insurance

Policy Number: 420020870BWI-63

Policy Issued: 15-Oct-2014

Required Inspections: (For Building Inspections phone (03) 9544-0544)

- Piers
- Pre Slab
- Steel
- Frame - Dom/Res
- Final - Dom/Res

Building work is to commence by: 10-Dec-2015
and is to be completed by: 10-Dec-2016
A Certificate of Final Inspection is required prior to the
use or occupation of this building.

51750

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

BUILDING PERMIT

Form 2 - Building Act 1993 - Building Regulations 2008 - Regulation 313

Permit No: 27484 20144782/0



GROUP FOUR
BUILDING SURVEYORS

Property Address:

(Lot 50) 46 Thwaites Road, PAKENHAM 3810

Project Description:

Construction of Dwelling (1a) - Single storey dwelling and garage

Documents Supporting Application:

- | <u>Document Name</u> | <u>Prepared By</u> |
|---------------------------------------|--------------------|
| - Bldg Survey Assessment | |
| - Builders Warranty Insurance | |
| - Certificate of Title | |
| - Plan of Subdivision | |
| - Property Information | |
| - Application Form | |
| - Property Information | |
| - Property Information - Planning | |
| - Architectural Drawings | |
| - Structural Computations & Form 1507 | |
| - Structural Drawings | |
| - Covenant D639761 | |
| - Soil Report | |
| - Footing Probe | |
| - Energy Rating Report | |
| - Energy Rating Report - Drawings | |
| - Lighting Calculator | |
| - Infrastructure Levy Receipt | |

Permit Conditions:

- All relevant Planning Conditions and covenants on title must be complied with.
- The work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress.
- There must be no unauthorized encroachment of any part of the work beyond the building alignment.
- All building works are to be carried out in accordance with the endorsed building permit documents and/or suitable equivalent to the satisfaction of the Building Inspector and/or the Relevant Building Surveyor.
- Truss computations, certification and layouts to be submitted for approval prior to the frame inspection.
- Energy rating certificates to be submitted prior to the occupancy permit. Please supply a plumbing certificate for the installation of the solar hot water system.
- The dwelling is to be protected from Termites in accordance with AS3660.1 2000.

Signed:

Building Surveyor: David Madeira

Date permit issued:

10-Dec-2014

Registration No:

BS-U 27484

Assessing Officer: Jason Knights

Authorised:

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

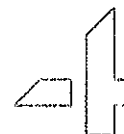
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Permit No: 27484 20144782/0



GROUP FOUR
BUILDING SURVEYORS

Property Address:

(Lot 50) 46 Thwaites Road, PAKENHAM 3810

Project Description:

Construction of Dwelling (1a) - Single storey dwelling and garage

Terms and Conditions

1. Role of Group Four

1.1 Professional Standard of Care

In performing the Services, Group Four shall:

- (a) exercise the degree of reasonable skill, care and diligence;
- (b) and maintain the ethical standards; normally expected of the profession of building surveyors.

1.2 Notice of Matters Likely to Change Scope or Timing of Services If Group Four becomes aware of anything which may change the scope or timing or cost of the Services, then it shall as soon as practicable give written notice to the Client. The notice shall as far as practicable contain particulars of the change.

2. Payment to Group Four for Services

2.1 Client to Make Payment

In consideration of the promise by Group Four to perform the Services, the Client promises to pay to Group Four the fees and the expenses as set out in Group Four's Letters.

2.2 Timing of Payment

At or after the time that any part of the Services are performed by Group Four, Group Four may give the Client an account for that part of the Services performed and for any expenses incurred. The Client shall pay the full amount owing in respect of each account within fourteen (14) days of issue of the account.

2.3 Interest on Overdue Payment

In addition to all other rights and remedies of Group Four, if the Client fails to pay all monies due and when due, Group Four shall be entitled to recover interest at the higher of 15% per annum and the rate that is 2% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

2.4 Disputed Claims

If the Client disputes the whole or any portion of the amount claimed in an account submitted by Group Four, then it shall pay that portion of the amount stated in the account which is not in dispute and it shall notify Group Four in writing of the reasons for disputing the account. If it is established that some or all of the amount in dispute ought properly to have been paid at the time it was first claimed, then the Client shall pay the amount finally established together with interest on that amount in accordance with clause 3.3.

2.5 Payment of Costs if Building Works Delayed

If the performance of the Services is delayed beyond a reasonable period for any reason other than a breach of the Agreement by Group Four, then the Client shall pay to Group Four a reasonable sum of money to cover the consequential costs and expenses suffered by Group Four as a result of the delay.

2.6 Effect of Termination on Right to Payment

If the engagement of Group Four is terminated for any reason other than for breach of these Terms of Engagement by Group Four, then Group Four shall be entitled to pro rata payment for the Services carried out and consequential costs and expenses incurred as a result of the termination, for the period up to and including the date of termination.

2.7 Changes in Laws

If after the date of these Terms of Engagement there is any change to the laws, by-laws, regulations or ordinances of the Commonwealth of Australia or a State or Territory of Australia or any statutory authority and that change directly or indirectly increases or decreases the costs or expenses incurred by Group Four in performing the Services, then the fees and expenses otherwise payable to Group Four under these Terms of Engagement shall be increased or decreased accordingly.

3. Scope of Liability

3.1 Direct and Indirect Loss

The liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise shall be limited to the direct cost of rectifying the Building Works.

3.2 Maximum Amount of Liability

The maximum liability of Group Four to the Client arising out of the performance or non-performance of the Services, whether under the law of contract, tort or otherwise, shall be the amount of \$50,000.00.

3.3 Release

The Client releases Group Four from, and agrees that Group Four is not liable for, any liability or loss arising from or any costs incurred in connection with the Services in excess of the Group Four's liability determined in accordance with clause 4.2.

3.4 Duration of Liability

Group Four shall be deemed to have been discharged from all liability in respect of the Services, whether under the law of contract tort or otherwise, at the expiration of one (1) year from the completion of the Services, and the Client (and persons claiming through or under the Client) shall not be entitled to commence any action or claim whatsoever against Group Four (or any employee of Group Four) in respect of the Services after that date.

3.5 Extent of Warranty

Except to the extent imposed by law or specifically provided for in these Terms of Engagement, Group Four does not give any warranty nor accept any liability in relation to the performance or non-performance of the Services. If, apart from this clause, any warranty would be implied whether by law, custom or otherwise, that warranty is to the full extent permitted by law hereby excluded. Nothing herein, contained shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services pursuant to these Terms of Engagement of all or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State Act or Territorial Ordinance which by law cannot be excluded, restricted or modified.

3.6 Indemnity

The Client shall indemnify and keep indemnified Group Four from and against all suits, actions, claims or demands by any person for any loss, damages, expense or costs as a result of any negligence or default by the Client.

4.0 Termination of Services

4.1 Termination by Client

Subject always to the provisions of the Building Act 1993 (as amended), the Client may by notice in writing served on Group Four terminate the Group Four's engagement under these Terms of Engagement.

(a) If Group Four is in breach of the provisions of these Terms of Engagement and the breach has not been remedied within twenty-eight (28) days (or such longer period as the Client may allow) of the service by the Client on Group Four of a notice requiring the breach to be remedied; or

(b) If the Client serves on Group Four a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after from the date of issue of the notice.

4.2 Termination by Group Four Subject always to the provisions of the Building Act 1993 (as amended), Group Four may by notice in writing served on the Client terminate Group Four's obligations under these Terms of Engagement:

(a) If the Client is in breach of the conditions of any part of clause 3 hereof and the breach has not been remedied within seven (7) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied; or

(b) If the Client is in breach of the provisions of any other clause hereof and the breach has not been remedied within twenty-eight (28) days (or such longer period as Group Four may allow) of the service by Group Four on the Client of a notice requiring the breach to be remedied; or

(c) If Group Four serves Group Four on the Client a notice requiring that these Terms of Engagement be terminated on a date specified in the notice being not less than sixty (60) days after the date of the notice.

4.3 Termination Not to Affect Rights in Respect of Prior Breaches

Termination shall be without prejudice to any claim which either party may have against the other in respect of any breach of the provisions of these Terms of Engagement which occurred prior to the date of determination.

4.4 Work-in-Progress

If Group Four's obligations are terminated, then the Client shall pay for all work-in-progress performed by Group Four up until the date of termination.

5. General Matters

5.1 Transfer and Assignment

(a) Group Four and the Client each binds itself and its partners (if any), successors, executors, administrators, permitted assigns and legal representatives to the other party to these Terms of Engagement and to the partners (if any), successors, executors, administrators, permitted assigns and legal representatives of the other party in respect to all covenants and obligations of these Terms of Engagement.

(b) Neither Group Four nor the Client shall assign, sublet or transfer any right or obligation under the Agreement without the written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under these Terms of Engagement.

(c) Nothing contained in this Clause shall prevent Group Four from employing such persons or companies as it may deem appropriate to assist it in the performance of these Terms of Engagement.

5.2 Consultants

If circumstances arise which require the services of a specialist or expertise outside the field of Group Four, then Group Four may with the prior approval of the Client engage the appropriate consultant. The consultant shall be engaged at the Client's expense and on its behalf. The Client's approval shall not be unreasonably withheld.

6. Definitions and Interpretation

6.1 Definitions

Except where the context requires otherwise "the Client" means the owner of the Property and to the extent appropriate includes the agents (including the builder), officers and employees of the owner, "fees", "expenses" and "Services" means the fees, expenses and Services referred to in Group Four's Letters to the Client "Group Four's Letters" means Group Four's correspondence setting out its proposal to the Client and its confirmation of its engagement by the Client, "Building Works", "owner" and "Property" mean the Building Works, owner and Property described on the Application for the Building Permit.

Severability The parties agree that a construction of these Terms of Engagement that results in all the provisions being enforceable is to be preferred to a construction that does not so result. If, however, a provision of these Terms of Engagement is illegal or unenforceable, then

(a) if the provision would not be illegal or unenforceable if a word or words were omitted, that word or words are severed; and

(b) in any other case, the whole provision is severed;

and the remainder of these Terms of Engagement continue in force.

Group Four Building Surveyors

ABN 96158953425

www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149

TEL (03) 9544-0544

FAX (03) 9544-0244

EMAIL reception@groupfour.com.au

51750

**Domestic Building Insurance
Certificate of Insurance**

Policy Number 420020870BWI-63

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2686
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



KMN INVESTMENTS PTY LTD
CL- SUITE 1,333 WANTIRNA
ROAD WANTIRNA 3152

Name of Intermediary
MARSH - BUILDERS WARRANTY ACCT
GPO BOX 1229L
MELBOURNE VIC 3000

Account Number
42MARBW11
Date Issued
15/10/2014

Policy Schedule Details

Certificate in Respect of Insurance

Domestic Building Contract

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by QBE Insurance (Australia) Limited ABN 78 003 191 035 for and on behalf of the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Domestic Building Work

NEW SINGLE DWELLING CONSTRUCTION CONTRACT

At the property

LOT 50,46 THWAITES ROAD
PAKENHAM VIC 3810

Carried out by the builder

ALPHA BUILDING GROUP PTY LTD
ACN: 114 802 318

! Important note: If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact QBE **IMMEDIATELY**. If these details are incorrect, the domestic building work will not be covered.

For the building owner

KMN INVESTMENTS PTY LTD

Pursuant to a domestic building contract dated

30/07/2014

For the contract price of

\$179,667.00

Type of cover

Cover is only provided if ALPHA BUILDING GROUP PTY LTD has died, becomes insolvent or has disappeared*

Period of cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

The maximum policy limit for all claims made under this policy is

\$300,000 all inclusive of costs and expenses*

The maximum policy limit for all claims for non-completion of the domestic building works is

20% of the contract price*

*The cover and policy limits described in this Certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to, the terms, limitations and exclusions contained in the policy terms and conditions.

QM1824-1207



Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the Building Owner named in the domestic building contract and to the successors in title to the Building Owner in relation to the domestic building work undertaken by the builder.

Issued by QBE Insurance (Australia) Limited for and on behalf of

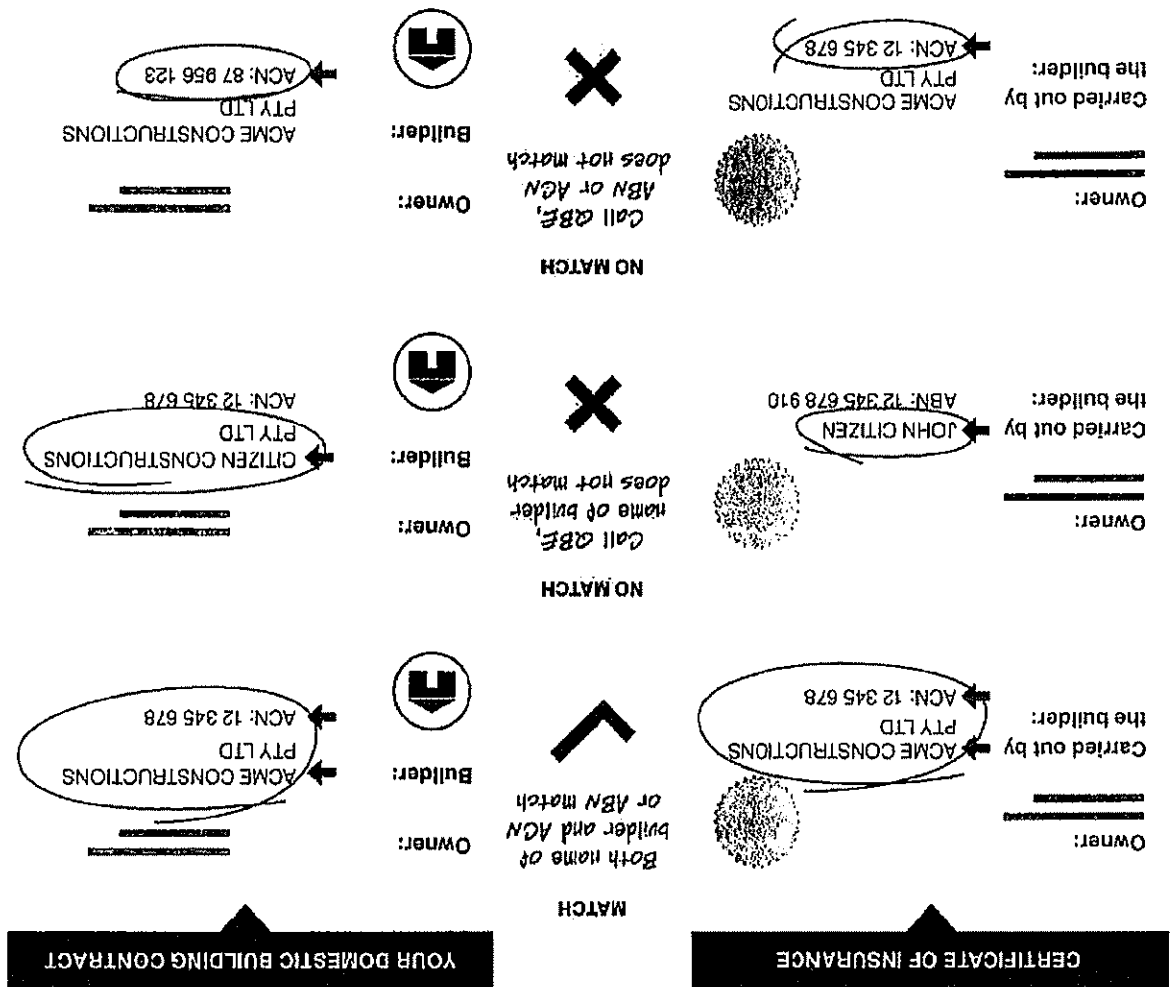
Victorian Managed Insurance Authority (VMIA)

IMPORTANT:

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

If the information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

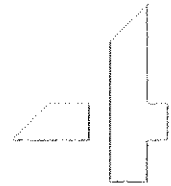
Below are some examples of what to look for:



OCCUPANCY PERMIT

Form 6 Building Act 1993 Building Regulations 2006 - Regulation 1005

Permit No: 27484 20144782/0



GROUP FOUR
BUILDING SURVEYORS

Property Details:

(Lot 50) 46 Thwaites Road, PAKENHAM 3810

Title Details: LP/PS: 620711H, Vol: 11264, Folio: 139

City/Shire: Cardinia

Project Description:

Construction of Detached dwelling (1ai) - Single storey dwelling and garage

Building Details:

| <u>Part of Building</u> | <u>Permitted Use</u> | <u>BCA Class</u> | <u>Max permissible floor loading</u> |
|-----------------------------------|----------------------|------------------|--------------------------------------|
| Single storey dwelling and garage | Residential | 1ai | 1.50 |

Other Conditions:

- External steps & landings to be maintained to comply with BCA 3.9. All paving to be completed within 6 months & ensure a max step of 190mm to the dwelling.
- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.
- All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

Suitability for Occupation:

The building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Signed:

Building Surveyor: David Madeira
Registration No: BS-U 27484

Date of OP inspection: 01-Jun-2015
Date of issue: 09-Jun-2015

51750

Group Four Building Surveyors
ABN 96158953425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL reception@groupfour.com.au

K R Peters

1298 High Street Road,
Wantirna South, VIC 3152

P: 03 9800 0000

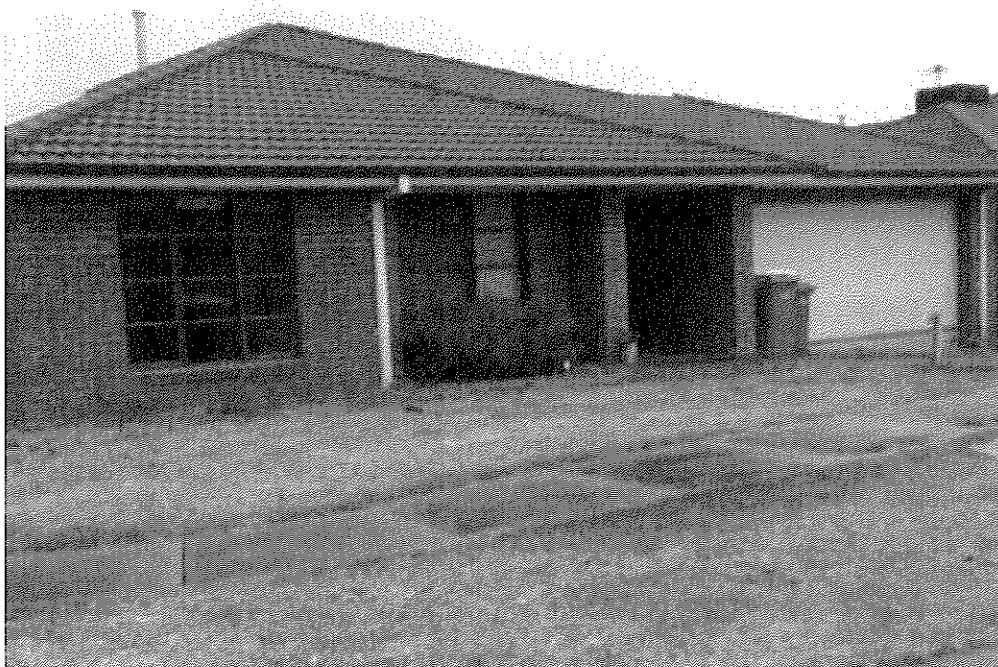
ABN: 95585016623

krpeters

Residential Tenancy Agreement

for

46 Thwaites Road, PAKENHAM VIC 3810



This agreement is between **K M N Investments Pty Ltd**
and **Christopher Pavlic, Corryne Pavlic.**

Lease Start Date: Wed 22/07/2020

Residential Tenancy Agreement

Schedule

Residential Tenancies Act 1997 (Section 26(1)) / Residential Tenancies Regulations 2008 (Section 8(1))

This agreement is made on Wed 24/06/2020 at 1298 High Street Road, Wantirna South VIC

BETWEEN

(LANDLORD/S)

K M N Investments Pty Ltd

c/- K R Peters **ABN: 95585016623**
1298 High Street Road, Wantirna South
Ph: 03 9800 0000

AND (TENANT/S)

1) Christopher Pavlic
2) Corryne Pavlic

1. Premises

The landlord lets the premises known as 46 Thwaites Road, PAKENHAM VIC 3810

2. Rent

The rent amount is \$1,695.00 per calendar month. The date the first rent payment is due is Wed 22/07/2020 .

Pay period: By the 22nd day of every month.

Rent Increase (if applicable): The rent will increase to on

Place of payment: To be paid to K R Peters;

Payment Method:

Bank: Westpac

BSB: 033 120

Account: 385479

REF: 17301

BPAY

Biller Code: 394437

REF:17301

3. Bond

The tenant has supplied a bond of \$1,695.00 to the landlord/agent.

4. Fixed Term Tenancy

The period of the agreement is **12 months**

commencing on the Wed 22/07/2020 and ending on the Wed 21/07/2021

5. Urgent Repairs

Urgent Repairs relate only to Section 72 of the Residential Tenancies Act (1997)

The Agent is authorised to attend to urgent repairs up to the value of: \$1800.00

Urgent repairs: Tel. 03 9800 0000 After hours: 03 9800 0000

Residential Tenancy Agreement

6. Condition of the premises

The LANDLORD must -

- a. ensure that the premises are maintained in good repair; and
- b. if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

7. Damage

- a. The TENANT must ensure that care is taken to avoid damaging the rented premises.
- b. The TENANT must take reasonable care to avoid damaging the premises and any common areas.
- c. The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon practicable.

8. Cleanliness of the premises

- a. The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- b. The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

9. Use of premises

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

10. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

11. Assignment or sub-letting

- a. The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD.
- b. The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement. Properties managed by K R Peters may incur a fee in order to transfer a tenant within an existing agreement.

12. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997. (NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

Additional Terms: Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

13. Installation of fixtures, alterations, renovations, or additions

The tenant must not install any fixtures or make any alterations, renovations, or additions to the premises without first obtaining the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997. Examples of items requiring consent include, but are not limited to heaters, air conditioners, dishwashers, in-ground and above-ground pools, spas, safety barriers, fences, gates, awnings, blinds, sheds, landscaping, screenings, paving.

14. Ancillary use of the premises

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997.

15. Utility charges

- a. The landlord is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
- b. The tenant is liable for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts)
- c. If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so.
14.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.
- d. If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

16. Landlord insurance

- a. The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate. The tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.
- b. The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent, or their contractors.
- c. The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: it is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions)

17. Light globes and fluorescent tubes

The tenant must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the tenant's expense. This obligation does not extend to replacing light globes, spotlights, and/or fluorescent tubes (including starters) damaged, broken or made defective by the landlord or the agent or their contractors.

18. Tenant to advise landlord or agent of defects

The tenant must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

19. Damage to the premises

- a. The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.
- b. The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.
- c. The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or

damage caused by the landlord, the agent or their contractors.

- d. The tenant will indemnify the landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

20. Flooring Care & Cleaning

The TENANT is/are responsible for the carpets and agree to cover the cost for any damaged caused to the carpet during the tenancy. If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy, the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

The tenant/s are responsible for the floor boards in the property and must ensure to never drag furniture along floors but instead pickup up any furniture items. The tenants agree to protect the floorboards by securing felt sticker protectors to the base of all furniture items. Any damage to the floor boards shall be the tenant/s responsibility to fix during the term of the tenancy.

21. Fasteners, antennas and signs

The tenant must obtain the landlord's or the agent's written consent before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The landlord's or the agent's consent is also required before any nail, screw, or other fastener or adhesive is affixed to the inside or outside of the premises. The landlord's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the thing affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that thing.

22. Flammable liquids, kerosene heaters and vehicle and boat repairs

- a. The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.
- b. The tenant must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.
- c. Candles, & Oil Burners. The tenant agrees NOT to use any form of candles/incense/oil burners or any apparatus that will utilise a naked flame within the property, during the tenancy.

23. Storage and removal of waste and rubbish

The tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any). The tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

24. Washing

If the tenant hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The tenant must not hang washing or air articles on common property, unless facilities for doing so are provided for the tenant's use. The tenant must use the facilities in the manner required by the owner's corporation.

25. Garden

- a. The tenant will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the tenant must comply with restrictions, if any.
- b. If the garden is watered by a watering system and/or by tank water, the tenant will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The tenant is not required to repair damage caused by the landlord, the agent, or their contractors.

26. Pets

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owner's corporation.

27. Changes in occupation of the premises

- a. If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.
- b. If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant will be required to reimburse the landlord's reletting expenses including -
 1. a letting fee equivalent to 2 weeks' rent + GST
 2. advertising or marketing expenses incurred; \$550.00
 3. rental data base checks on applicants; \$22.00
 4. rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

28. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

29. Return of keys and obligation to pay rent

The tenant must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The tenant's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to relet the premises.

30. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the landlord will give the tenant a notice in the manner required by the Residential Tenancies Act 1997.

31. Changing locks or alarm code & loss of keys

- a. The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks within 14 days
- b. The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code immediately.
- c. In the event the tenant needs to borrow the keys to the property during business hours, they may collect from the office leaving photo ID & a \$50.00 deposit

- d. If in the event you need to borrow keys after hours (phone 03 9800 0000), and an agent is able to provide the tenant with access, this will cost you \$100 to be paid to the agent at the time access is given. If this is required after hours but on a weekend or public holiday, this will cost you \$150 to be paid to the agent at the time access is given. If in the event an agent is unable to provide access to the property, you will need to contact a locksmith at your own cost. If the locksmith needs to change the locks, under legislation, you will need to provide the office with a copy of all entry and exit door keys.

32. "To Let" signs

The tenant will allow the landlord or the agent to erect a "for let" sign on the premises at any time. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

33. "Auction" and "For Sale" signs

The tenant will allow the landlord or the agent to erect an "auction" or a "for sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the tenant's quiet enjoyment of the premises.

34. Owners corporation rules

- a. The rules of an owner's corporation affecting the premises are attached to this tenancy agreement. (Note: ensure the rules are attached to each part of this tenancy agreement)
- b. The tenant will comply with the rules of the owner's corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.
- c. The tenant is not obliged to contribute to owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

35. Tenant cannot use bond money to pay rent

- a. The tenant acknowledges the Residential Tenancies Act 1997 provides the tenant may not refuse to pay rent on the ground a tenant intends to regard the bond as rent paid in respect of the premises.
- b. The tenant further acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

36. Changing the rent

- a. If this is not a fixed term tenancy agreement, the landlord may increase the rent by giving the tenant 60 days' notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 12 months.
- b. If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

37. Receipt of condition report / written statement of rights and duties of a landlord and tenant

The tenant acknowledges having received before entering into occupation of the premises

- a. Two copies of a condition report signed by or on the behalf of the landlord; and
- b. A written statement setting out the rights and duties of a landlord and tenant under a tenancy agreement ("Renting a home A guide for tenants and landlords").

38. Consent to receive information by electronic communication

For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the tenant consents to information being given to them by means of an electronic communication at the following address:

| | |
|--------------------|--|
| Christopher Pavlic | corrynepavlic@icloud.com |
| Corryne Pavlic | Delegated to Christopher Pavlic <corrynepavlic@icloud.com> |

In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act.

39. No Smoking Inside Rental Premises

The Tenant(s) acknowledge and agree that there will be no smoking inside the rental premises during the term of the tenancy.

40. Air B&B, Licensing Agreements & Businesses in the premises

The tenant(s) must not grant a license or part with occupation of the premises, or a part of the premises to provide accommodation for a fee or other benefit, without, in each instance, obtaining the landlords prior written consent which, if given, may be subject to reasonable conditions.

Should the tenant/s wish to operate a business on the rented premises, with clients entering and exiting, the tenant/s acknowledge that this may be done so, providing the following is adhered to:

- a. Written permission from the landlord/landlord's agent is obtained.
- b. Business insurances are regularly reviewed, ensuring the policy is inclusive of public liability of no less than \$20,000,000.
- c. Business insurance policy certificates are provided to the landlord/landlord's agent, promptly at the beginning of each renewal period, or as requested.
- d. Any documents relating to the home business that may be requested from the TENANT by the LANDLORD/LANDLORD'S AGENT **must** be promptly produced within 24 hours of written request.

41. National Broadband Network (NBN)

The Tenant(s) acknowledge and agree that they will not arrange installation of the NBN without expressed written permission of the Landlord or Managing Agent. The Tenant(s) acknowledge and agree that any damages done to the rental property as a result of non-approved installation will be the responsibility of the Tenant(s) and rectification works will be completed at their cost. The Tenants(s) also agree and acknowledge that changing of batteries to the NBN unit is the Tenant's responsibility and is to occur at the Tenant's cost.

Special Conditions

42. Rent Arrears Policy

At K R Peters, we have a Zero Tolerance to Rent Arrears. By signing below, you are acknowledging your understanding of this policy and committing that you will ensure that your rental is always paid on time and in full in accordance with your tenancy agreement.

Rent must always be paid in advance (One Month when paying Monthly) and be in cleared funds, in our Trust account, BEFORE your rent due date, 22nd .

Our procedure for dealing with Rent Arrears is;

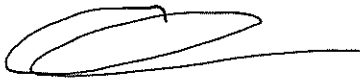
1. SMS/TEXT warnings
2. SMS/TEXT warnings and emails
3. SMS/TEXT warnings, emails and physical letters
4. Failure to remedy your rent arrears in full by Day Fourteen (14) will result in a Notice to Vacate and an application to the Tenancy Tribunal which will result in the termination of your Tenancy. No exceptions.

It is our policy that should a Tribunal Order be made, a consequential clause will be inserted into the order. This will state that should this order be breached (i.e. the tenant does not keep up with the scheduled payments), then the order will be enforced and you will be required to pay all outstanding monies and vacate the property. Further Tribunal action may be taken to finalise the tenancy, if necessary.

Please note; all Tribunal Orders may be lodged on any relevant Tenancy databases and financial institutions, which may affect your ability to rent another property and may also affect your credit rating.

If you are paying Monthly, it is a requirement that you **do not part-pay**. If you cannot make the full payments before your due date please call this office to discuss.

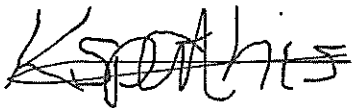
DO NOT PART PAY unless instructed to do so.

Tenant(s) Signatures**Tenant 1: Christopher Pavlic**

Signed at Wed, 24/06/2020 11:22 , from device: iOS 13.5.1 iPhone Mobile Safari 13.1.1

Tenant 2: Corryne Pavlic

Signed at Wed, 24/06/2020 11:20 , from device: iOS 13.5.1 iPhone Mobile Safari 13.1.1

Property Manager Signature**Property Manager : Kristina Spathis on behalf of K M N Investments Pty Ltd (Landlord)**

Signed at Wed, 24/06/2020 11:30 , from device: iOS 13.3 iPhone Mobile Safari 13.0.4

AUDIT TRAIL**Christopher Pavlic (Tenant)**

- Wed, 24/06/2020 11:21 - Christopher Pavlic clicked 'start' button to view the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 124.188.159.83)
- Wed, 24/06/2020 11:22 - Christopher Pavlic signed the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 124.188.159.83)
- Wed, 24/06/2020 11:22 - Christopher Pavlic submitted the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 124.188.159.83)

Corryne Pavlic (Tenant) - Delegated to Christopher Pavlic

- Wed, 24/06/2020 11:19 - 'Proceed' button is clicked on landing page to pass control to Corryne Pavlic (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 124.188.159.83)
- Wed, 24/06/2020 11:19 - Corryne Pavlic clicked 'start' button to view the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 124.188.159.83)
- Wed, 24/06/2020 11:20 - Corryne Pavlic signed the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 124.188.159.83)
- Wed, 24/06/2020 11:21 - Corryne Pavlic submitted the Residential Tenancy Agreement (iOS 13.5.1 iPhone Mobile Safari 13.1.1, IP: 124.188.159.83)

Kristina Spathis (Property Manager)

- Wed, 24/06/2020 11:29 - Kristina Spathis clicked 'start' button to view the Residential Tenancy Agreement
- Wed, 24/06/2020 11:30 - Kristina Spathis clicked 'start' button to view the Residential Tenancy Agreement
- Wed, 24/06/2020 11:30 - Kristina Spathis signed the Residential Tenancy Agreement

Wed, 24/06/2020 11:30 - Kristina Spathis submitted the Residential Tenancy Agreement

AGREEMENT END

Document Disclaimer

The contents of this document are of a general nature only and may not include provisions to deal with particular circumstances. If you have any concern as to the scope of this document you should obtain qualified experienced legal advice.

Before entering any information to appear in the schedule to the document you should check the accuracy and completeness of that information.

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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 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 right

