

52 Sustain Circuit, Lyndhurst VIC 3975

# Contract of Sale of Land

Property: 52 Sustain Circuit, Lyndhurst VIC 3975

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

**SIGNING OF THIS CONTRACT**

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../...../2025

**Print names(s) of person(s) signing:** .....

State nature of authority, if applicable: .....

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2025

**Print names(s) of person(s) signing:** MARVIN CONCEPCION RAMOS and ANNA MICHELLE CRUZ RAMOS

State nature of authority, if applicable: .....

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

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# Particulars of Sale

## Vendor's estate agent

Name: Area Specialist Casey

Address: 142 High Street, Cranbourne VIC 3977

Email: hsingh@areaspecialist.com.au

Tel: Mob: 0406676197 Fax: Ref: Hardeep Singh

## Vendor

Name: MARVIN CONCEPCION RAMOS and ANNA MICHELLE CRUZ RAMOS

Address:

ABN/ACN:

Email:

## Vendor's legal practitioner or conveyancer

Name: Gurpreet Sodhi / Skylink Conveyancing

Address: 129 Newbury BVD Craigieburn VIC 3064

Email: info@skylinkconveyancing.com.au

Tel: Mob: 0431 617 649 Fax: Ref:

## Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

## Purchaser

Name:

Address:

ABN/ACN:

Email:

## Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

## Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12154	Folio 879	860 PS 811255T

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

Includes all fixtures and fittings of a permanent nature as inspected.

## Property address

The address of the land is:

52 Sustain Circuit, Lyndhurst VIC 3975

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

## Payment

Price \$ .....  
 Deposit \$ ..... by ..... (of which \$ ..... has been paid)  
 Balance \$ ..... payable at settlement

## Deposit bond

☐ Special condition 9 applies only if the box is checked

## Bank guarantee

☐ Special condition 10 applies only if the box is checked

## GST (general condition 13)

Subject to general condition 13.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

## Settlement (general conditions 10 & 16.2)

### is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

## Lease (general condition 1.1)

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

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

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

OR

- ☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

- ☐ a periodic tenancy determinable by notice

## Terms contract (general condition 23)

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

## Loan (general condition 14)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

☐ Special condition 11 applies only if the box is checked

**Pest report**

☐ Special condition 11 applies only if the box is checked

# Special Conditions

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

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

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

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

**1. PAYMENT**

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 Payments may be made or tendered:
  - (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 1.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 1.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 1.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 1.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 1.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 1.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

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

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

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

☒ **Special condition 5A - Foreign resident capital gains withholding**

- 5A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 5A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 5A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 5A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 5A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 5A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 5A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 5A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 5A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5B – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

**5B. GST WITHHOLDING**

- 5B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5B.2 This general condition 15B 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 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5B.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 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5B.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 general condition; and
  - (b) ensure that the representative does so.
- 5B.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

- (b) representative in accordance with this general condition on settlement of the sale of the property;  
promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;  
despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.
- 5B.6 The representative is taken to have complied with requirements of general condition 15B.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.
- 5B.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 general condition 15B.6. However, if the purchaser gives the bank cheque in accordance with this general condition 15B.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.
- 5B.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.
- 5B.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.
- 5B.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.
- 5B.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 general condition 15B.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.
- 5B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

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

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
  - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
  - (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 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.

☐ **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
  - (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
  - (a) settlement;
  - (b) the date that is 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:  
 (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and  
 (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:  
 (a) settlement;  
 (b) the date that is 30 days before the bank guarantee expires;  
 (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and  
 (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building & Pest Report**

- 11.1 The contract is subject to purchasers obtaining an independent Building & Pest/Termite inspection report within 7 days of purchasers signing this contract. If the report shows any major structural defects or any major pest infestation then the purchaser may end this contract but only if the purchaser serves written notice on the vendor/agent together with a copy of the report within 7 days. All monies to be refunded if the contract is ended.  
NOTE: Cracks in the bricks or tiles are not considered structural.

☒ **Special condition 12 – Condition of Property and improvements**

- 12.1 Property is sold as is. The purchaser accepts the condition of the property and chattels as at the date of sale and understands that the Vendor is under no obligation to make any repairs etc to the property or chattels. It's important to test appliances, heating/cooling and even test taps etc to ensure chattels are working and there are no issues with the property prior to purchase. If any issues are identified later, which were present at the final inspection prior to settlement, the vendor will not be obligated to make any repairs etc. The purchaser agrees that the vendor is under no liability to carry out repairs, renovations, alterations or improvements and shall not make any objection, requisition or claim for compensation or any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein with respect to the property sold.

☒ **Special condition 13 – Early release of deposit**

- 13.1 The purchaser agrees and acknowledges that after this contract is executed, he/she will be willing to sign the section 27 provided to them and allow early release of deposit monies to the vendor. The purchaser acknowledges that this special condition is an essential term to this contract.

☒ **Special condition 14 – Loan declined letter by lender**

- 14.1 In order to end the contract in accordance with General Condition 14 of this contract, purchaser(s) would provide the vendor a letter from lender. The letter should have the following particulars:  
 a. be addressed to this firm  
 b. specifies the loan amount & date the purchaser applied for loan  
 c. be the original signed copy of the letter.

☒ **Special condition 15 – GST with-holding obligations at settlement**

- 15.1 The Vendor gives notice to Purchaser that GST with-holding obligation does not apply to this contract unless otherwise stated.

☒ **Special condition 16 A – Contract variation or requests for extension of time**

- 16A.1 The Purchaser acknowledges that after this contract has been signed by both parties, if the purchaser requests any variation of contract or extension of time which is not limited to extension of finance due date requests, extension of time for the purchaser to fulfil any condition set out in this contract, the vendor may incur further legal fee of \$120 for each separate request for variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

☒ **Special condition 16 B – Cancellation and Re-scheduling of Settlement**

- 16B.1 The purchaser(s) will be liable for payment for the Vendors costs associated with cancellation and or rescheduling of settlement. The purchaser(s) will be liable for \$350.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the purchaser's representative. In addition, the purchaser(s) also acknowledges that should settlement after being arranged and attended to by the vendor's representative be cancelled and or rescheduled be liable for a settlement re-attendance fee of \$330.00 (inclusive of GST).

**Special condition 16 C - Nomination**

- 16C.1 If the contract states that the property is sold to a name purchaser 'and/or nominee' the named purchaser shall only have the right for a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that :-
- The purchaser and/or named purchaser shall pay the vendor's solicitor the additional sum of \$330 (inclusive of GST)
  - The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
  - If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.

☒ **Special condition 17 – Adjustments**

- 17.1 All outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the settlement date. The land tax outstanding (even if the amount stated is zero of land tax on page 2) must be adjusted at the settlement between the purchaser and vendor.

☒ **Special Condition 18 – Auction (if applicable)**

The property is offered for sale by public auction, subject to vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those rules. The bidding must be at a lump sum for the property sold. Subject to this Contract and to the Vendor's reserve price, the person making the highest bid which is accepted by the Auctioneer by the fall of the hammer is/are the Purchaser/s. If any dispute arises over any bid the Auctioneer may decide:

- Who was the last bidder; or
  - To submit the property at some former bidding.
- No person may retract a bid or advance a lesser sum than the amount named by the Auctioneer and the Vendor may refuse any bid or withdraw the property from sale.
- The person making the highest bid which is accepted by the Auctioneer must immediately upon acceptance pay the deposit to the Vendor/s agent and sign this Contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed the contract:
- The Vendor's may at any time sell the property to any other person either by auction, private treaty or any other means; and
  - The Purchaser/s will have no rights against the Vendor/s, the Vendor's Agent or the Auctioneer.

☒ **Special Condition 19 – Town Planning and other Restrictions**

The Vendor/s do/does not warrant that the property may be used for any particular purpose. The Purchaser/s buy/s the land subject to:

- Any Act, Order, Regulation, By-Law or Local Law affecting the land.
- Any restriction or condition imposed upon the land by or with the authority of any government.
- Any easement or rights vested in or claimed by any statutory authority; and
- The restrictions contained in any applicable planning scheme.

☒ **Special Condition 20 – Improvements**

- The Purchaser/s accepts the improvements on the land in their conditions as on the day of sale and acknowledge/s that the Vendor/s do/does not warrant that any building, fixture or other improvements is free from defect or fit for any particular use.
- The Vendor/s make's no representation that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victoria Building Regulations, the requirements of the Local Municipal Council or other Statutory authority or any other Statutory requirements. The Purchaser/s may not make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendor's to bear all or any part of the costs of compliance.

☒ **Special Condition 21 -- Guarantee and Indemnity**

If the Purchaser/s is/are or includes a company other than a company listed on the Australian Stock exchange, the Purchaser/s must deliver to the Vendor's an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by all directors of that Company. If the indemnity and Guarantee is not delivered in accordance with this Special Condition within seven days of the vendor's or his/her/its Solicitors make a demand, the Purchaser/s will be in default under this Contract.

☒ **Special Condition 22 -- Default**

if the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:

- all reasonable expenses incurred by the Vendor's as a result of the breach; and
- interest at a rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under Condition 6 of the said Table A or otherwise. The purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of \$750.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

☒ **Special Condition 23 – Exclusion of Prior Warranties**

The Purchaser/s acknowledge/s that the aforesaid Agents have acted as Agents of the Vendor's and that no information, representation or warranty of the Vendor/s or his/her/its Agents was made with the intention or knowledge that it would be relied upon and that no such information, representations or warranty has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the Agreement between the Vendor/s his/her/its Agents and the Purchaser/s.

☒ **Special Condition 24 – Stamp Duty: Purchaser buying unequal interest**

- (a) If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (d) This Special Condition shall not merge on completion.

☒ **Special Condition 25 – Buildings and Chattels**

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

☒ **Special Condition 26 – Statutory Warranties if Vendor is an Owner Builder (If applicable)**

If any building work carried out on the land is subject to the Domestic Building Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out hereunder:

- (a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.
- (b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.
- (c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder. The purchaser acknowledges receipt prior to the date of the contract, a Report on the building works from a prescribed building practitioner which is not more than six months old and a certificate of evidencing the existence of the required building insurance (if applicable - i.e., the cost of the building works exceeded \$12,000.00).

☒ **Special Condition 27 – Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto. If the property sold is affected by a Body Corporate the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or Subdivision Act 1989 and the regulations made thereunder, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme regulations or by-law and the rules of the Body Corporate.

☒ **Special Condition 28 – Breach**

If the purchaser breaches this contract, then the purchaser must pay to the vendor on demand: -

- (a) The full amount payable under the contract attached hereto, whether due to be paid or not;
  - (b) compensation for any reasonably foreseeable loss to the vendor resulting from the breach and
  - (c) any interest due under the contract attached hereto as a result of the breach.
- The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

☒ **Special Condition 29 – Insurance**

The property remains at the risk of the vendor until final settlement; however, the purchaser acknowledges that he has been advised to fully insure all the improvements on the property as soon as possible.

☒ **Special Condition 30 – Purchaser Resident of Australia**

The purchaser warrants that if the purchaser is a natural person, he is ordinarily resident in Australia and that the Foreign Acquisition and Takeover Act 1975 does not apply to the purchaser or any nominee. If the purchaser or any person claiming through him is in breach of this warranty, then the purchaser agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒ **Special Condition 31 – Service of Documents**

Any demand, notice or document shall be deemed to be sufficiently served or delivered to the purchaser if served and delivered personally, or if posted by prepaid post or sent by facsimile to purchaser or purchaser's representative. "Purchaser's representative" shall at all times and in all contexts mean and include – the purchaser's legal practitioner, conveyancer or any other person who has held themselves out as representing the purchaser, to the vendor or the vendor's legal practitioner, the vendor's conveyancer or the vendor's representative.

☒ **Special Condition 32 – Settlement**

The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the Land may not have been issued from the Land Titles Office and/or may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land a Transfer of Land with an order to register endorsed thereon directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

☒ **Special Condition 33 – Reservations**

- The Vendor makes no representation in relation to the condition of the property or any chattels and the Purchaser relies solely upon the Purchaser's own enquiries and inspection.
- The Vendor makes no representation that the services referred to in the Vendor's Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require. The provision of services may change between the day of sale and the settlement date and the Vendor makes no representation that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection re-connection and/or transfer.

☒ **Special Condition 34 – Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisition & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

☒ **Special condition 35 – No Land Tax Adjustment**

Where the day of sale is 01/01/2024 or later, and the sale price of the property is less than \$10,000,000.00 then general condition 15 is hereby varied to the extent that there shall be no adjustment of any land tax for the property, and the purchaser shall not be required to make any payment or contribution to the land tax component of the vendor at the settlement date or otherwise.

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# General Conditions

Part 2 being Form 2 prescribed by the former *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 former 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 Property 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 10.00a.m. and 4.00p.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 purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on 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 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.

DATED

2025

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**CONTRACT OF SALE OF REAL ESTATE**

---

**Property:52 Sustain Circuit, Lyndhurst VIC 3975**

Gurpreet Sodhi  
**Skylink Conveyancing**  
129 Newbury BVD Craigieburn VIC 3064  
M : 0431 617 649

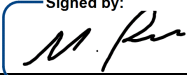
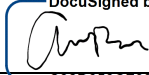
# Vendor Statement

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	52 Sustain Circuit, Lyndhurst VIC 3975	
Vendor's name	MARVIN CONCEPCION RAMOS	Date 4/2//2025
Vendor's signature	<div>Signed by:  AD7D89773A574C1...</div>	
Vendor's name	ANNA MICHELLE CRUZ RAMOS	Date 4/2//2025
Vendor's signature	<div>DocuSigned by:  C32D658CF60C47B...</div>	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

## 1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,500

(b) 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 the items above; other than any amounts described in this rectangular box.

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

To

Other particulars (including dates and times of payments):

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.

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

### 3. LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - Is in the attached copies of the Title and Copy of Plan.
- (b) Particulars of any existing failure to comply with that easement, Covenant or other similar restrictions are: Unless contained in the attached certificates or statements, to the best of the Vendor's knowledge there is no failure to comply with the terms of any easement, covenant or similar restriction affecting the land. However, the Vendor has no means of knowing all the decisions of the Government and other authorities unless such decision has been communicated to the Vendor. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the certificate of Title.

#### 3.2 Road Access

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

☐

#### 3.3 Designated Bushfire Prone Area

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

☐

#### 3.4 Planning Scheme

Name of planning scheme  
Name of responsible authority  
Zoning of the land  
Name of planning overlay


### 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:

None to Vendor's Knowledge

#### 4.3 Compulsory Acquisition

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

None to Vendor's Knowledge

### 5. BUILDING PERMITS

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

residence on the land):

Is Attached.

## 6. OWNERS CORPORATION

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

Not Applicable.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title:

A registered Search statement and documents, or part of a document, referred to as Diagram location in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

(The *Sale of Land Act* 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence.

*The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached.

### **13. ATTACHMENTS**

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

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

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

As per attached
-----------------



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

Page 1 of 1

VOLUME 12154 FOLIO 879

Security no : 124123314613F  
Produced 01/04/2025 01:08 PM

### LAND DESCRIPTION

Lot 860 on Plan of Subdivision 811255T.

PARENT TITLES :

Volume 12046 Folio 611      Volume 12046 Folio 727

Created by instrument PS811255T 04/10/2019

### REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

MARVIN CONCEPCION RAMOS

ANNA MICHELLE CRUZ RAMOS both of 52 SUSTAIN CIRCUIT LYNDHURST VIC 3975

AS758791H 29/11/2019

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV380090T 28/02/2022

HSBC BANK AUSTRALIA LTD

COVENANT PS811255T 04/10/2019

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 PS811255T FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 52 SUSTAIN CIRCUIT LYNDHURST VIC 3975

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 28/02/2022

DOCUMENT END



# Imaged Document Cover Sheet



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Document Type	<b>Plan</b>
Document Identification	<b>PS811255T</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>01/04/2025 13:08</b>

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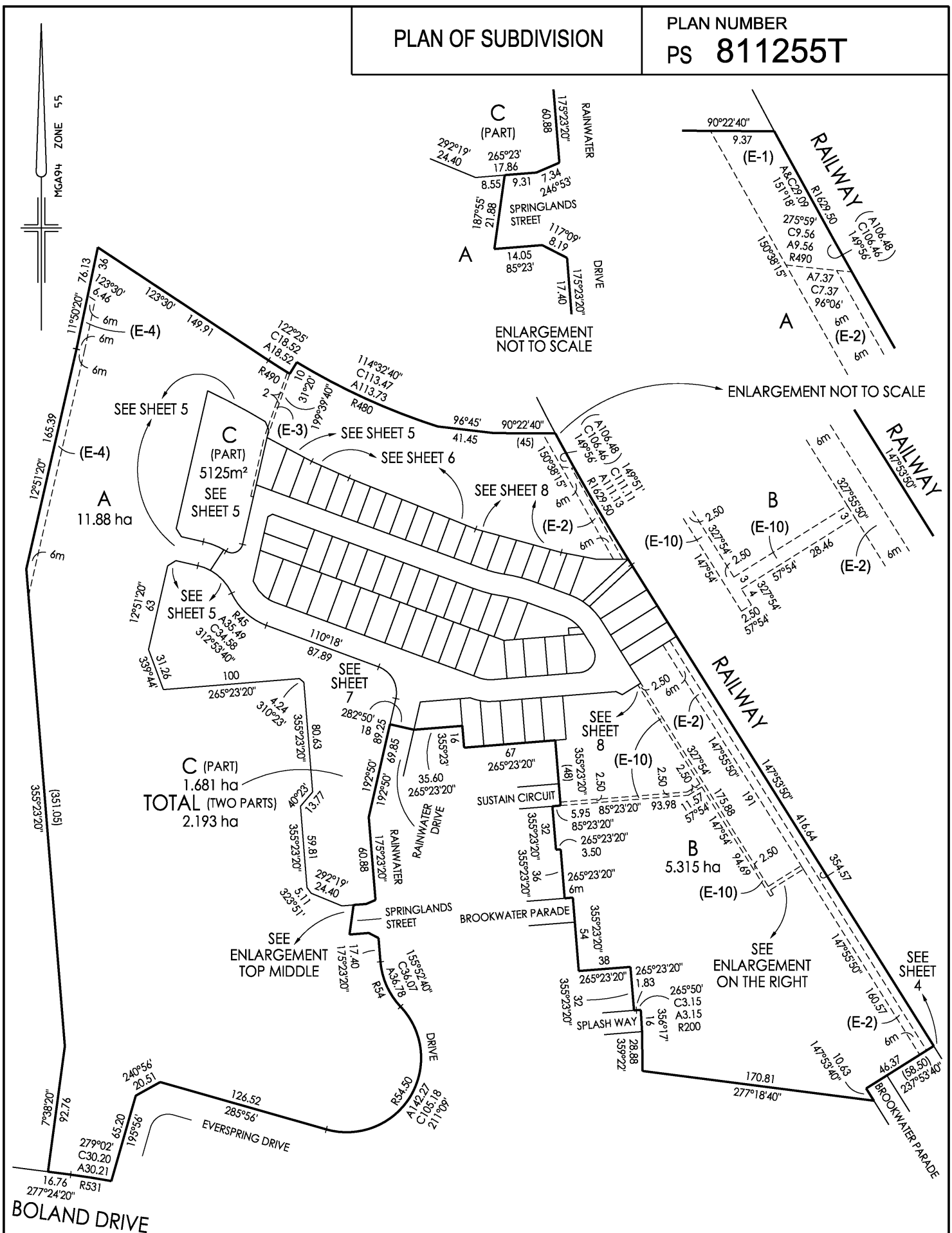
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PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 811255T	
<b>LOCATION OF LAND</b> <b>PARISH:</b> LYNDHURST  <b>TOWNSHIP:</b> ----- <b>SECTION:</b> ----- <b>CROWN ALLOTMENT:</b> ----- <b>CROWN PORTION:</b> 23 (PART)  <b>TITLE REFERENCES:</b> VOL 12046 FOL 611 VOL 12046 FOL 727  <b>LAST PLAN REFERENCE:</b> LOT A ON PS738342F LOT B ON PS738418X  <b>POSTAL ADDRESS:</b> RAINWATER DRIVE (at time of subdivision) LYNDHURST 3975  <b>MGA 94 CO-ORDINATES:</b> E: 346 700 ZONE: 55 (of approx. centre of plan) N: 5 785 270 DATUM: GDA94		Council Name: Casey City Council  Council Reference Number: SubA00376/17 Planning Permit Reference: PlnA00983/14 SPEAR Reference Number: S112522C  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 16/10/2018  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: lots excluding Lot A, B and C  Digitally signed by: Michele Scarlett for Casey City Council on 30/09/2019  <b>Statement of Compliance</b> issued: 30/09/2019		
VESTING OF ROADS OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	TANGENT POINTS ARE SHOWN THUS:   LOTS 1 TO 800 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD R1 AREA IS 1.233 ha</b> <b>TOTAL ROAD R2 AREA IS 534m²</b>   <b>FURTHER PURPOSE OF PLAN:</b> TO REMOVE THE EASEMENT SHOWN AS (E-2) AND (E-3) ON PS738418X WHICH LIES WITHIN THE LAND IN THIS PLAN SHOWN AS ROAD R2  <b>GROUND FOR REMOVAL:</b> BY AGREEMENT, SECTION 6(1)(K)(iv) SUBDIVISION ACT 1988		
ROAD R1 ROAD R2 RESERVE No. 1 RESERVE No. 2	CASEY CITY COUNCIL CASEY CITY COUNCIL CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY VIDE PS720123T  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. LYNDHURST PM238  IN PROCLAIMED SURVEY AREA No. 45  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. PlnA00983/14				
<b>ESTATE:</b> SQUAREVO 8		<b>AREA:</b> 4.042 ha	<b>No. OF LOTS:</b> 62	<b>MELWAY:</b> 129:C:5
SEE SHEET 2 FOR EASEMENT INFORMATION				
 <b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 8766/8	VERSION: 17	ORIGINAL SHEET SIZE A3
Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (17), 01/08/2019, SPEAR Ref: S112522C		PLAN REGISTERED TIME: 1:02pm DATE: 4 / 10 / 2019 Rod Speer Assistant Registrar of Titles		
CHECKED L.W.	DATE: 29/07/19			

		<b>PLAN OF SUBDIVISION</b>		<b>LR USE ONLY</b> <b>EDITION</b>		<b>PLAN NUMBER</b> <b>PS 811255T</b>	
<b>EASEMENT INFORMATION</b>							
<b>LEGEND:</b> A - APPURTENANT      E - ENCUMBERING EASMENT      R - ENCUMBERING EASEMENT (ROAD)							
<b>EASEMENT REFERENCE</b>	<b>PURPOSE</b>	<b>WIDTH (METRES)</b>	<b>ORIGIN</b>	<b>LAND BENEFITED OR IN FAVOUR OF</b>			
(E-1)	DRAINAGE	SEE PLAN	PS738417A	CASEY CITY COUNCIL			
(E-1)	SEWERAGE	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-2)	SEWERAGE	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-3)	POWER LINE	SEE PLAN	THIS PLAN - SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD			
(E-4)	WATER SUPPLY THROUGH UNDERGROUND PIPES	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION			
(E-5)	WETLAND, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION			
(E-6)	WETLAND, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION			
(E-6)	SEWERAGE	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-7)	DRAINAGE	SEE PLAN	THIS PLAN	CASEY CITY COUNCIL			
(E-8)	SEWERAGE	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-8)	WATER SUPPLY THROUGH UNDERGROUND PIPES	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-9)	WATER SUPPLY THROUGH UNDERGROUND PIPES	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-10)	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION			
(E-11)	POWER LINE	SEE PLAN	THIS PLAN - SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD			
(E-11)	SEWERAGE	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-12)	POWER LINE	SEE PLAN	THIS PLAN - SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD			
(E-12)	SEWERAGE	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-12)	WATER SUPPLY THROUGH UNDERGROUND PIPES	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
(E-13)	POWER LINE	SEE PLAN	THIS PLAN - SECTION 88 OF ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD			
(E-13)	WATER SUPPLY THROUGH UNDERGROUND PIPES	SEE PLAN	PS738417A	SOUTH EAST WATER CORPORATION			
 <b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		<b>REF: 8766/8</b> <b>VERSION: 17</b>  Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (17), 01/08/2019, SPEAR Ref: S112522C		<b>ORIGINAL SHEET SIZE A3</b> <b>SHEET 2</b>  Digitally signed by: Casey City Council, 30/09/2019, SPEAR Ref: S112522C			

PLAN NUMBER  
PS 811255T



1:2500



SHEET 3

REF: 8766/8

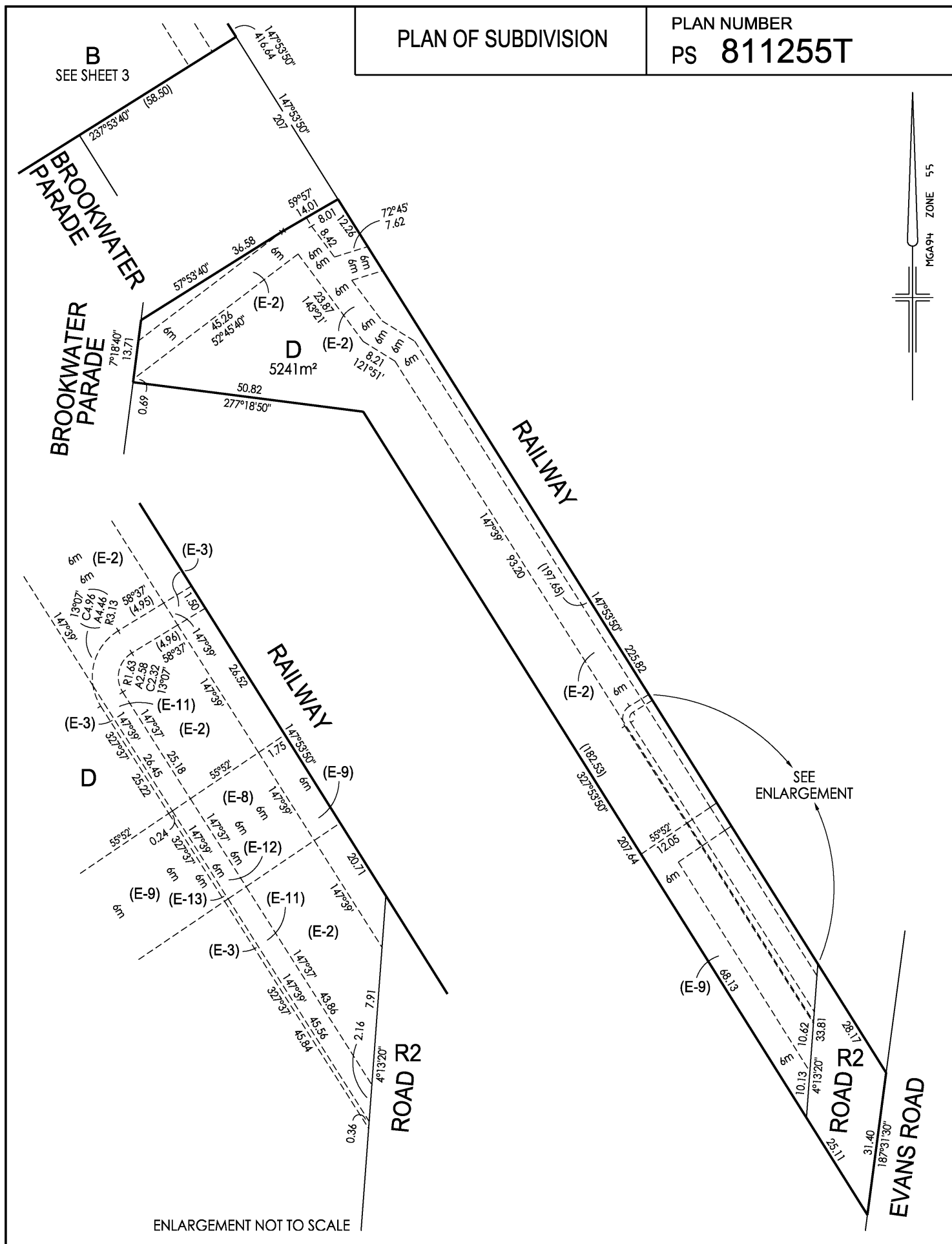
VERSION: 17



**Breese Pitt Dixon Pty Ltd**  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
[www.bpd.com.au](http://www.bpd.com.au) [info@bpd.com.au](mailto:info@bpd.com.au)

Digitally signed by: Simon Patrick Cox, Licensed Surveyor,  
Surveyor's Plan Version (17),  
01/08/2019, SPEAR Ref: S112522C

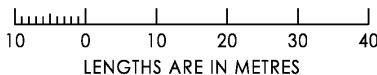
Digitally signed by:  
Casey City Council,  
30/09/2019,  
SPEAR Ref: S112522C



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

**SCALE**

1:750



LENGTHS ARE IN METRES

**ORIGINAL  
SHEET SIZE A3**

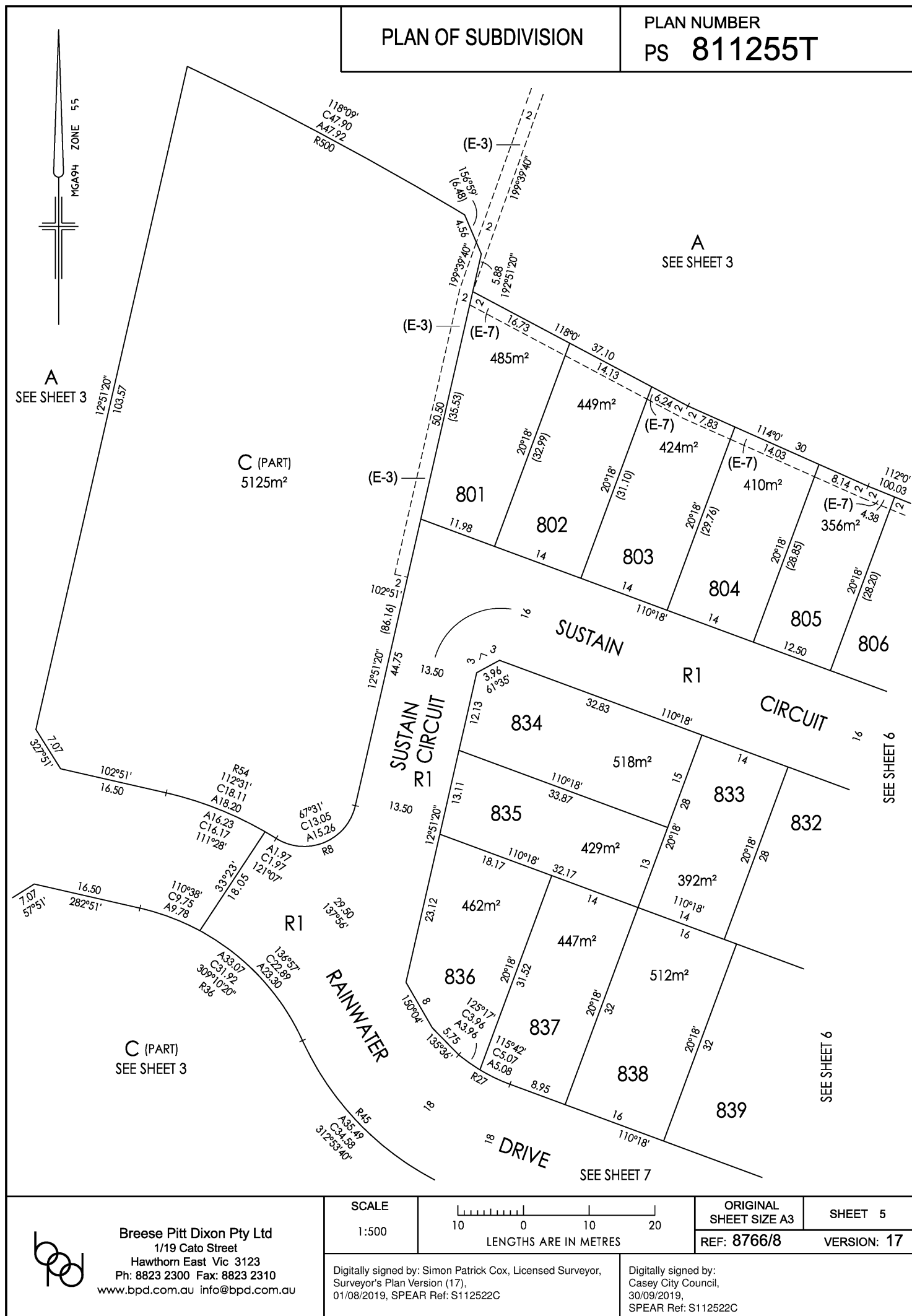
**SHEET 4**

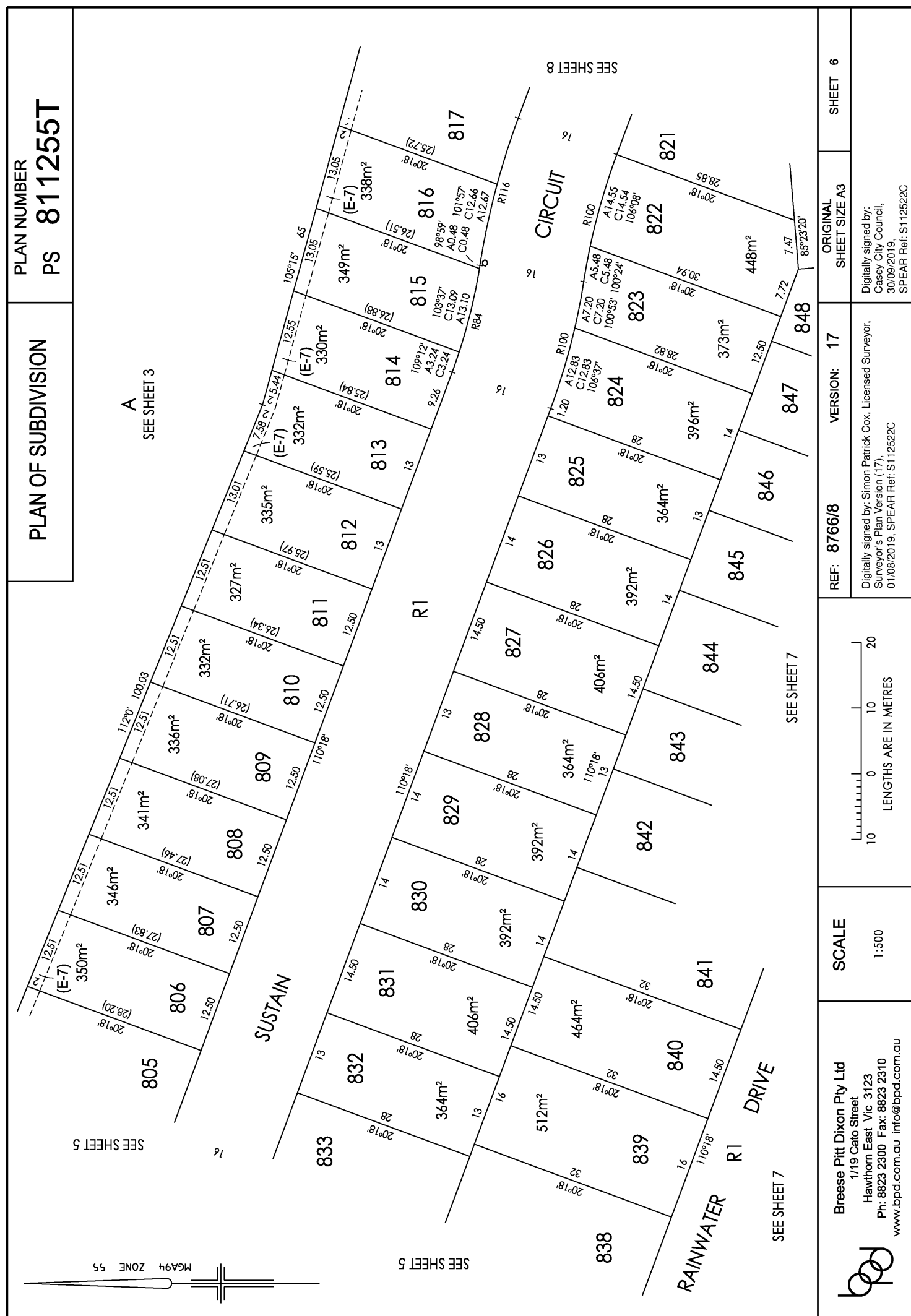
**REF: 8766/8**

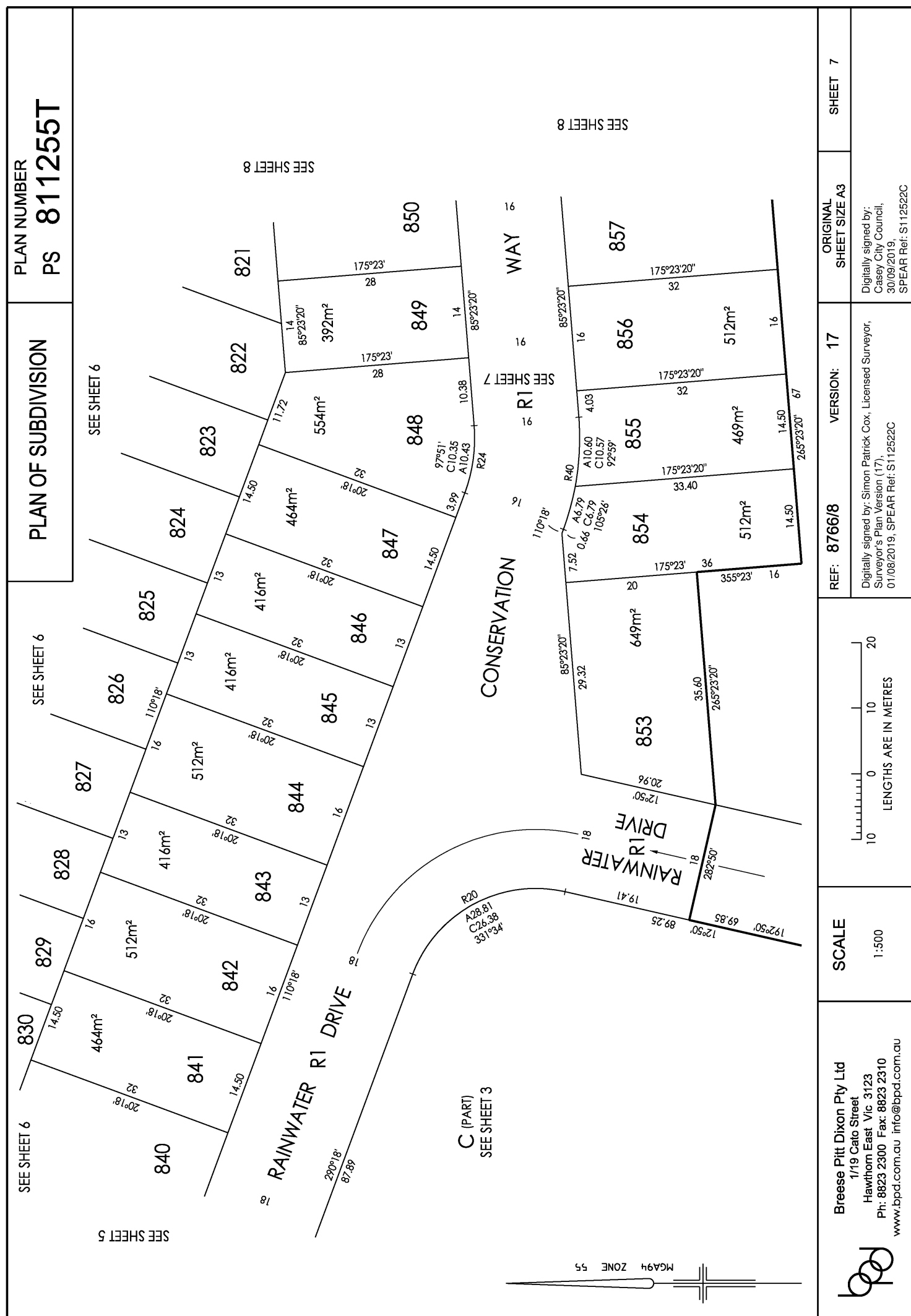
**VERSION: 17**

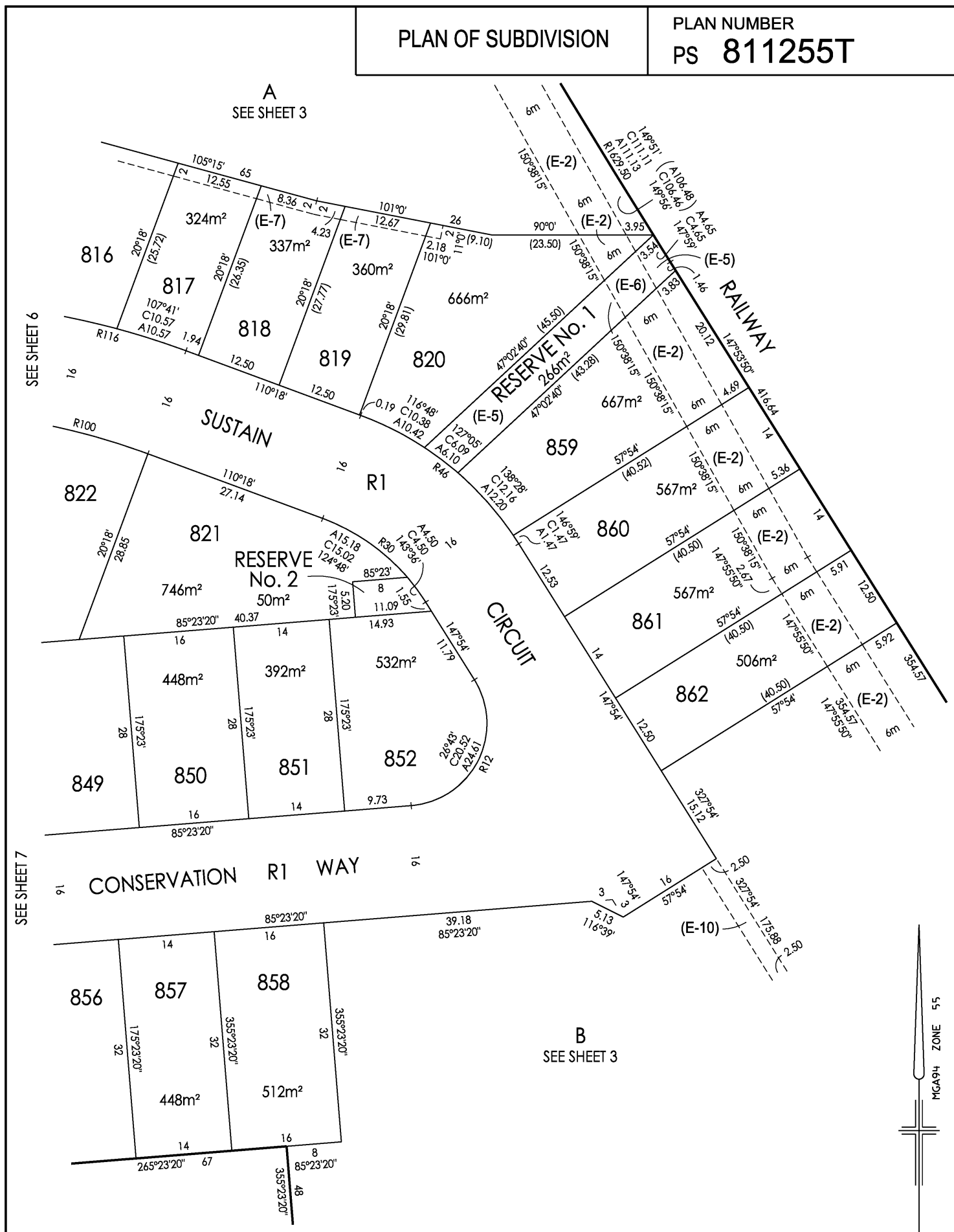
Digitally signed by: Simon Patrick Cox, Licensed Surveyor,  
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01/08/2019, SPEAR Ref: S112522C


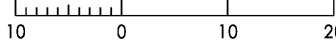
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 <b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au	<b>SCALE</b> 1:500	 LENGTHS ARE IN METRES	<b>ORIGINAL SHEET SIZE A3</b>	<b>SHEET 8</b>	
			<b>REF: 8766/8</b>		<b>VERSION: 17</b>
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (17), 01/08/2019, SPEAR Ref: S112522C		Digitally signed by: Casey City Council, 30/09/2019, SPEAR Ref: S112522C		

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS **811255T**

## SUBDIVISION ACT 1988 CREATION OF RESTRICTION

Upon registration of this plan, the following restriction is to be created.

For the purpose of description:

- (i) Primary frontage means
  - (A) In the case of a lot where only one boundary of that lot abuts a road, the boundary that abuts the road.
  - (B) In the case of a corner lot where two boundaries of a lot abut a road, the boundary with the greater offset on the building envelopes within the Aquarevo Building Design Guidelines.

### RESTRICTION NUMBER : 1

THE BURDENED LOTS AND BENEFITTED LOTS OF THIS RESTRICTION ARE:

BURDENED LOT No:	BENEFITTING LOTS:
801	802
802	801, 803
803	802, 804
804	803, 805
805	804, 806
806	805, 807
807	806, 808
808	807, 809
809	808, 810
810	809, 811
811	810, 812
812	811, 813
813	812, 814
814	813, 815
815	814, 816
816	815, 817
817	816, 818
818	817, 819
819	818, 820
820	819
821	822, 849, 850, 851, 852
822	821, 823, 848, 849
823	822, 824, 847, 848
824	823, 825, 846, 847
825	824, 826, 845, 846
826	825, 827, 844, 845
827	826, 828, 843, 844
828	827, 829, 842, 843
829	828, 830, 841, 842
830	829, 831, 840, 841
831	830, 832, 839, 840

BURDENED LOT No:	BENEFITTING LOTS:
832	831, 833, 838, 839
833	832, 834, 835, 838
834	833, 835
835	833, 834, 836, 837
836	835, 837
837	835, 836, 838
838	832, 833, 837, 839
839	831, 832, 838, 840
840	830, 831, 839, 841
841	829, 830, 840, 842
842	828, 829, 841, 843
843	827, 828, 842, 844
844	826, 827, 843, 845
845	825, 826, 844, 846
846	824, 825, 845, 847
847	823, 824, 846, 848
848	822, 823, 847, 849
849	821, 822, 848, 850
850	821, 849, 851
851	821, 850, 852
852	821, 851
853	854
854	853, 855
855	854, 856
856	855, 857
857	856, 858
858	857
859	860
860	859, 861
861	860, 862
862	861

#### Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 1 January 2025 unless:
  - (A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel care of Stephan P Kosa & Associates Pty Ltd 27 Church Street, Hawthorn Vic 3122 (email [dap@kosaarchitects.com.au](mailto:dap@kosaarchitects.com.au)) or such other entity as may be nominated by the Design Assessment Panel from time to time;
  - (B) the plans comply with the Aquarevo Building Design Guidelines, a copy of which can be obtained from website at [www.aquarevo.com.au/guidelines.htm](http://www.aquarevo.com.au/guidelines.htm)

CONTINUED  
SEE SHEET 10



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

SCALE

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Surveyor's Plan Version (17),  
01/08/2019, SPEAR Ref: S112522C

ORIGINAL  
SHEET SIZE A3

SHEET 9

REF: 8766/8

VERSION: 17

Digitally signed by:  
Casey City Council,  
30/09/2019,  
SPEAR Ref: S112522C

PLAN OF SUBDIVISION	PLAN NUMBER PS 811255T
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CREATION OF RESTRICTION (CONTINUED)

- (C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Aquarevo Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to be built or allow to remain a dwelling with a floor area of less than:
- (A) 150 square metres in the case of a lot having an area of 500 square metres or greater; or
- (B) 110 square metres in the case of a lot having an area of less than 500 square metres, excluding terrace allotments.
- (C) 85 square metres in the case of terrace allotments as defined in the Design Guidelines. For the purpose of calculating the floor area of a dwelling-house the area of the garages, terraces, pergolas or verandahs shall be excluded.
- (iv) Build or cause to be built or allow to be built or allow to remain a garage;
- (A) Which contains a garage door or doors of which the garage opening/s occupy more than 40% of the width of the primary frontage unless in the case of dwellings of two or more storeys on lots between 250 square metres and 300 square metres whereby the garage opening must not exceed 30% of the area of the front facade of the dwelling, with the area of the front facade measured from a two dimensional elevation plan excluding any roof area of the dwelling.
- (B) Which is sited closer to the primary frontage than the dwelling-house or 5.5 metres which ever is the greater.
- (v) Build or cause to be built or allow to be built or allow to remain any fencing:
- (A) Along a front street boundary; and
- (B) Between the front street boundary and the building line; and
- (C) Upon a side or rear boundary of a lot:
- (a) A fence unless constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) A fence which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking.
- (c) In the case of a fence on the boundaries of Lots 820 and 859 which abut Reserve No. 1, unless the fence is a maximum of 1m in height within a 15m setback of Sustain Circuit and is a maximum of 1.8m in height and 20% transparent, from a setback of 15m from Sustain Circuit to the rear boundary of the relevant lots.
- (vi) Use the said lot in any way that is not in accordance with the "Aquarevo Building Design Guidelines."


**RESTRICTION NUMBER : 2**

Land to benefit: Lots 801 to 862 (both inclusive)

Land to be burdened: Lot 859 to 862 (both inclusive)

**Description of Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot, must not construct a dwelling unless the said dwelling is constructed in such a way as to ensure the noise levels emanating from the rail corridor within any internal bedroom will not exceed 55dB LAmax during the period from 10pm to 6am on any given date.

 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	SCALE		ORIGINAL SHEET SIZE A3	SHEET 10
			REF: 8766/8	VERSION: 17
	Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (17), 01/08/2019, SPEAR Ref: S112522C		Digitally signed by: Casey City Council, 30/09/2019, SPEAR Ref: S112522C	



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 01/04/2025 01:08:15 PM

Status	Registered	Dealing Number	AS758791H
Date and Time Lodged	29/11/2019 12:16:33 PM		

### Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

12154/879

### Transferor(s)

Name	SOUTH EAST WATER CORPORATION
------	------------------------------

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 425900.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Joint Tenants
Given Name(s)	MARVIN CONCEPCION
Family Name	RAMOS
Address	
Street Number	52
Street Name	SUSTAIN
Street Type	CIRCUIT
Locality	LYNDHURST



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

State VIC  
Postcode 3975

Given Name(s) ANNA MICHELLE CRUZ  
Family Name RAMOS  
Address  
Street Number 52  
Street Name SUSTAIN  
Street Type CIRCUIT  
Locality LYNDHURST  
State VIC  
Postcode 3975

### Duty Transaction ID 4712999

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

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

Executed on behalf of	MARVIN CONCEPCION RAMOS ANNA MICHELLE CRUZ RAMOS
Signer Name	MONICA SHAMON
Signer Organisation	MONICA SHAMON LAWYERS SPRINGVALE
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 NOVEMBER 2019



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Execution

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

Executed on behalf of	SOUTH EAST WATER CORPORATION
Signer Name	JANELLE BROWN
Signer Organisation	ROBERTSON HYETTS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 NOVEMBER 2019

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### File Notes:

NIL

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

Statement End.



Building Surveyors &amp; Consultants

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

**BUILDING PERMIT****Building Act 1993****Building Regulations 2018:- Reg 37(1)****Form 2****Permit Number: BS-U 1441 8826331744569/0**

Issued to: **Christian Kidd of Como Homes Pty Ltd** **03 8787 1380**  
**ACN:19622781711**  
**ARBN: CDB-U 49257**  
**4 Langmore Lane BERWICK VIC 3806**  
**christian.kidd@comohomes.com.au;**  
**admin@comohomes.com.au;**  
**owen.latchford@comohomes.com.au**

Ownership: **Marvin & Anna Ramos**  
**51 Oakland Drive**  
**HAMPTON PARK 3976**  
 Email: **marvin\_ramos26@yahoo.com**

Property Details: **52 Sustain Circuit LYNDHURST**  
**Lot: 860 LP/PS: PS811255T Vol: 12154 Fol: 879**  
 Municipality: **Casey City Council**

Builder: **Como Homes Pty Ltd** **03 8787 1380**  
**ACN: 19622781711**  
**ARBN:CDB-U 49257**  
**4 Langmore Lane BERWICK VIC 3806**  
**admin@comohomes.com.au;**  
**christian.kidd@comohomes.com.au;**  
**daniel.milosavljevic@comohomes.com.au;**

Practitioners engaged in the building works:

Practitioner	Reg Number	Category/Class
<b>Christian Kidd</b>	<b>CDB-U 49257</b>	<b>Builder</b>

Practitioners engaged to prepare documents forming part of the application for this permit:

Practitioner	Reg Number	Category/Class
<b>Lei Yi</b>	<b>EC 43109</b>	<b>Civil Engineer</b>

**Details of domestic building work insurance**

Name of Builder:	<b>Como Homes Pty Ltd</b>
Name of issuer or provider:	<b>HIA Insurance Services Pty Ltd</b>
Policy Number:	<b>C509657</b>
Policy cover:	<b>\$364,101</b>

Nature of Building Work:	<b>Construction of a single storey dwelling and garage</b>
--------------------------	--

Storeys contained:	<b>1</b>
Rise in storeys (for Class 2-9 building only):	<b>0</b>
Effective height:	<b>5.4</b>
Type of construction:	<b>NA</b>
Version of BCA applicable to permit:	<b>NCC 2019 Volume 2</b>
Stage of building work permitted:	
Cost of building work:	<b>\$364,101</b>
Total floor area of new building work in m2:	<b>272</b>



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## BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 8826331744569/0

### Building Classification

Part of Building

Dwelling

Garage

BCA Classification

1a(a)

10a

### Performance Solution

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

#### Relevant performance requirement

P2.1 &amp; Vic P2.6.1 Structure, P2.2.2

Weatherproofing

P2.1 Structure &amp; P2.2.2 Weatherproofing

#### Details of Performance Solution

**Hebel Power panel System** - was used to determine compliance with the following Performance Requirements of the BCA that relate to this project

**RMAX Orangeboard External Polystyrene Insulated Cladding System** - was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

### Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)
Council	Construction of buildings on land liable to flooding	Reg 153(2)
Council	Building on designated land or designated works	Reg 154(1)

### Protection work

Protection work **is not** required in relation to the building work proposed in this permit.

### INSPECTION REQUIREMENTS

The mandatory notification stages are:

- Pre Slab/Screw Piles
- Concrete Slab Reinforcement
- Framework
- Final completion of works

**For mandatory inspection bookings please call 8770 9900 or email [inspections@buildingstrategies.com.au](mailto:inspections@buildingstrategies.com.au) prior to 4.00pm weekdays for the following weekday inspection**



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## BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 8826331744569/0

### OCCUPATION OR USE OF BUILDING

An **Occupancy Permit** inspection is required prior to the occupation or use of this building.

If an Occupancy Permit is required, the permit is required for the **whole** of the building in respect of which the building work is carried out.

### Commencement and completion

**Building Works must commence by: 08/05/2021**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

**This building work must be completed by: 08/05/2022**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

### PERMIT CONDITIONS

**This permit is subject to the following conditions**

- This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
- The person in charge of carrying out of the building work must ensure the building work does not encroach over the title boundaries of the subject allotment.
- The person that is named as the builder in the building permit issued for the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage of that work.
- The builder named in the building permit issued for the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work.
- The builder named in the building permit must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress.
- If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with.
- Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor.
- All building work shall be carried out in accordance with the Building Act 1993 and Building Regulations 2018.
- It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.



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## **BUILDING PERMIT**

**Building Act 1993**

**Building Regulations 2018:- Reg 37(1)**

**Form 2**

**Permit Number: BS-U 1441 8826331744569/0**

- **Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the builder to ensure compliance prior to construction of (eg. Prior to pouring concrete). A licenced land surveyor is required to be engaged to verify specific finish floor levels.**
- Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m2 catchment area for tanks.
- It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be isolated from the proposed building works.
- The owner and builder must consult with the relevant sewerage authority and local council to ensure that the proposed works do not affect any drains or sewers and that the works comply with the requirements of these authorities.
- It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
- Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out.
- All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public
- During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
- No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment.
- The substitution of the specified fire-rated products, systems and materials is not permitted
- Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or part 3.12 of the NCC (as applicable)
- Truss computations and layouts to be submitted for approval prior to the frame inspection.
- The building(s) are to be protected from Termites in accordance with AS3660.1 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.



Building Surveyors & Consultants

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## BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 8826331744569/0

- The building(s) are to be protected against bush fire in accordance with AS 3959 -2009. It should be noted that the determined level was applicable at the time of permit issue. It is recommended that the site be maintained and additional bushfire construction provisions be applied in the future owing to the changing conditions in the immediate and surrounding area. It should also be borne in mind that bushfire measures cannot guarantee that a building will survive a bushfire event on every occasion. This is substantially due to the unpredictable nature and behaviour of fire and extreme weather conditions. **This property must be constructed in accordance with the BAL 12.5 provisions of AS3959.**
- **Provide written confirmation prior to the final inspection being carried out from CSR that the Articulation Joints have been installed in the Hebel panels in accordance with the manufacturers specifications.**

**Jason Daniels**

3/55-57 Wangara Road, Cheltenham  
permits@buildingstrategies.com.au

Registration Number: **BS-U 1441**

Council Name: **Casey City Council**

Permit Number: **8826331744569/0**

Date Permit Issued: **08/05/2020**

Date Permit Amended: **28/09/2020**

Signature:

A handwritten signature in black ink, appearing to read "Jason Daniels", is written over a horizontal line.

# Domestic Building Insurance

## Certificate of Insurance

**Marvin Ramos, Anna Ramos**

**51 Oakland Dr  
HAMPTON PARK  
VIC 3976**

Policy Number:

**C509657**

Policy Inception Date:

**30/04/2020**

Builder Account Number:

**092346**

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 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.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **Lot 860 No. 52 Sustain Circuit LYNDHURST VIC 3975 Australia**

Carried out by the builder: **COMO HOMES PTY LTD**

Builder ACN: **622781711**

**!** 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 the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Marvin Ramos, Anna Ramos**

Pursuant to a domestic building contract dated: **24/02/2020**

For the contract price of: **\$ 364,101.00**

Type of Cover: **Cover is only provided if COMO HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### 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.

\* 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, conditions, limitations and exclusions contained in the policy terms and conditions.

## 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\*

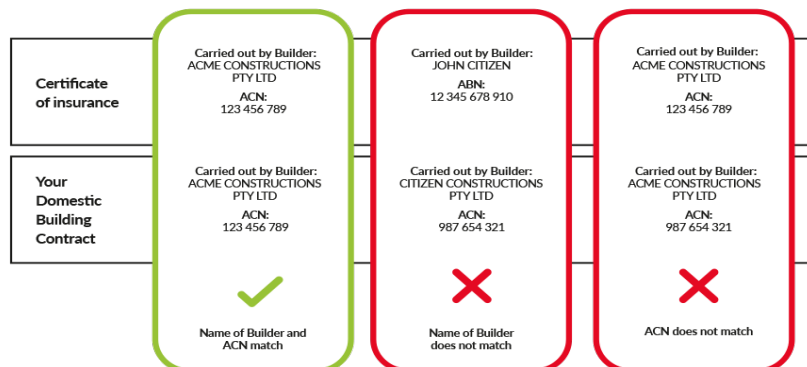
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$980.00</b>
GST:	<b>\$98.00</b>
Stamp Duty:	<b>\$107.80</b>
<b>Total:</b>	<b>\$1,185.80</b>

**If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424**  
*Below are some examples of what to look for*





Building Surveyors &amp; Consultants

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

**FORM 16****Regulation 192****Building Act 1993**

Building Regulations 2018

**OCCUPANCY PERMIT**

Property Details: Number: 52 Street: Sustain Circuit Suburb: LYNDHURST  
 Lot: 860 LP/PS: PS811255T Vol: 12154 Fol: 879  
 Municipality: Casey City Council

**Building Permit details:**

Building Permit number: 8826331744569/0

Version of BCA applicable to building permit - NCC 2019 Volume 2

**Building details**

Part of Building	Permitted use	BCA Classification
Dwelling	Domestic	1a(a)
Garage	Domestic	10a

Nature of Building Work: Construction of a single storey dwelling and garage

**Performance Solution**

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

**Relevant performance requirement**

P2.1 &amp; Vic P2.6.1 Structure, P2.2.2

Weatherproofing

P2.1 Structure &amp; P2.2.2 Weatherproofing

**Details of Performance Solution**

Hebel Power panel System - was used to determine compliance with the following Performance Requirements of the BCA that relate to this project

RMAX Orangeboard External Polystyrene Insulated Cladding System - was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)
Council	Construction of buildings on land liable to flooding	Reg 153(2)
Council	Building on designated land or designated works	Reg 154(1)



Building Surveyors & Consultants

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Cheltenham Victoria 3192

T: 8770 9900 F: 8786 3866

www.buildingstrategies.com.au

**Conditions to which this permit is subject:**

1. The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named '*Foundation maintenance and Footing Performance: A home Owners Guide*'.
2. The owner(s) of the building(s) is responsible for maintaining the buildings construction requirement and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 – '*Construction of buildings in bushfire areas*' and in a state which enables them to fulfill their purpose.
3. The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable)
4. The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose.
5. This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable).
6. All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level
7. All landscaping must maintain a clearance below the building's damp proof course (i.e. base of hebel panel ) of 25mm above the adjacent finished ground level. Additionally, the height of the slab on ground above external finished surfaces must not be less than the following: (i) 100mm above the finished ground level in low rainfall intensity areas or sandy, well drained areas; (ii) 50mm above impermeable areas that slope away from the building at a gradient of 25mm over the first metre; (iii) 150mm in any other case.

**Suitability for occupation**

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**Relevant Building Surveyor**

Name: Jason Daniels - Advance Building Strategies

Address: 3/55-57 Wangara Road, Cheltenham Vic 3192

Email: permits@buildingstrategies.com.au

Building practitioner registration no.: BS-U 1441

Council name: Casey City Council

Occupancy Permit No: **8826331744569** Date of Issue: **29 September 2020**

Date of final inspection: **16 September 2020**

Signature:

A handwritten signature in black ink, appearing to read "Jason Daniels", is written over a faint blue circular stamp.

# RATE & VALUATION NOTICE

1 JULY 2024 - 30 JUNE 2025

## City of Casey

Bunjil Place, 2 Patrick Northeast Drive, Narre Warren  
Tel: 03 9705 5200  
NRS: 133 677 (for the deaf, hearing or speech impaired)  
ABN: 43 320 295 742



M C Ramos & A M C Ramos  
C/- CARE Property Agents  
PO Box 13016  
LAW COURTS VIC 8010

**PROPERTY:** 52 Sustain Circuit LYNDHURST VIC 3975  
Lot 860 PS 811255T

### PRESCRIBED DATE OF VALUATION:

(Valuation as at) 1 JAN 2024

### OPERATIVE DATE:

(Effective from) 1 JULY 2024

### CAPITAL IMPROVED VALUE:

(Total Property Value) **\$1,015,000**

### SITE VALUE:

(Land Value) **\$680,000**

### NET ANNUAL

VALUE: **\$50,750**

### RATES & CHARGES:

### CALCULATION:

### AMOUNT:

Fire Service Levy Residential Fixed	\$132.00
Fire Service Levy Residential Variable	\$88.31
Garbage With Garden Waste 120L	\$440.00
General Rate	\$2,188.81
Arrears outstanding	\$639.78

Current rates and fire services property levy must be paid 17 February 2025 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

### AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:

110 - Detached Dwelling

### RATE CAPPING

Council has complied with the Victorian Government's rate cap 2.75%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- i) The valuation of your property relative to the valuation of other properties in the municipal district
- ii) The application of any differential rate by Council
- iii) The inclusion of other rates and charges not covered by the Victorian Government's rate cap.



To update your contact details, please notify us at  
[www.casey.vic.gov.au/update-your-contact-details](http://www.casey.vic.gov.au/update-your-contact-details)



If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

**ISSUE DATE:** 5/08/2024

**PROPERTY ID:** 159134

**ACCOUNT REF NO.:** 01591340

**i All outstanding arrears must be paid immediately to avoid further interest charges (currently set at 10% PA).**

### THREE PAYMENT OPTIONS:

#### OPTION 1:

#### PAY OVER 4 INSTALMENTS

To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 1: **30 September 2024**  
**\$1,352.00**

Instalment 2: **2 December 2024**  
**\$712.30**

Instalment 3: **28 February 2025**  
**\$712.30**

Instalment 4: **2 June 2025**  
**\$712.30**

#### OPTION 2:

#### PAY IN FULL

Due by **17 February 2025**  
**\$3,488.90**

#### OPTION 3:

#### PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS

Existing Direct Debit arrangements will continue from **30 September 2024**.

A Payment Schedule will be sent separately. Turn over for further information.

### TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS



**Billers Code:** 8995

**Ref:** 01591340

BPAY® this payment via Internet or phone banking.

BPAY View® – View and pay this bill using internet banking.

BPAY View Registration No.: 01591340

**INSTALMENT AMOUNT:** \$1,352.00

DUE BY 30/09/2024

**TOTAL AMOUNT:** \$3,488.90

DUE BY 17/02/2025

**DATE:** / /



**RATEPAYER:** M C Ramos & A M C Ramos  
**PROPERTY:** 52 Sustain Circuit LYNDHURST VIC 3975  
**PROPERTY ID:** 159134



\*71 179 1591340 89



TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهی સુચાર્મીયા ભાષા સંબંધિત

CASEY.VIC.GOV.AU

## IMPORTANT INFORMATION

### CAPITAL IMPROVED VALUE

Capital Improved Value is the market value of the land, including the improvements that have been made on, or to the land.

### SITE VALUE

Site Value is the market value of the land, assuming that the improvements on, or to the land had not been made.

### NET ANNUAL VALUE

Net Annual Value is the rental value of the land, including the improvements that have been made on, or to the land, with the exception of farms and most residential properties where the net annual Value is 5% of the Capital Improved Value.

### RIGHT OF OBJECTION TO VALUATIONS

Ratepayers have a right under S16 of the *Valuation of Land Act 1960* to object to the valuation of the described property on a number of specific grounds under section 17. For Fire Service Property Levy purposes, valuations are allocated an AVPC, which can also be objected to. Objections must be lodged on the prescribed form within 2 months of the issue of this rate and valuation notice. Please contact the Valuation Office for further information regarding the grounds for objection and the prescribed form.

### USE OF COUNCIL VALUATIONS

Notice is given that Council valuations may be used by other rating authorities for the purpose of a rate or tax. The City of Casey uses Capital Improved Value as the valuation base for rating purposes. The State Revenue Office also uses Capital Improved Value as its valuation base for calculating the Fire Services Property Levy. The State Revenue Office uses Site Value as its valuation base for land tax purposes. Further information on land tax can be found at the State Revenue Office website [www.sro.vic.gov.au](http://www.sro.vic.gov.au).

### SPECIAL PAYMENT ARRANGEMENTS

If you think you may have difficulty paying your rates, please contact the Council immediately or before the payment is due, to discuss more suitable methods of payment or visit [www.casey.vic.gov.au/apply-rates-payment-plan](http://www.casey.vic.gov.au/apply-rates-payment-plan)

If you are suffering financial hardship please refer to Councils' hardship policy at [www.casey.vic.gov.au/policies-strategies/rate-payment-financial-hardship-policy](http://www.casey.vic.gov.au/policies-strategies/rate-payment-financial-hardship-policy)

### PENALTY FOR LATE PAYMENT OF RATES AND CHARGES

Late or non-payment of rates and charges will incur a penalty as set under Section 2 of the *Penalty Interest Rate Act 1983*. Section 172 provides that where rates and charges are payable either in a lump sum or by instalments, and a person fails to pay the first instalment or a lump sum by their respective due dates, Council may charge penalty interest from the date on which each missed instalment is due. In other words, where a lump sum is not paid by the due date, penalty interest will be calculated as if the person was paying their rates in instalments.

### RIGHT OF OBJECTION TO RATES AND CHARGES

Under S184 of the *Local Government Act 1989*, aggrieved persons have a right of appeal to the County Court on the rates and charges on specific grounds. Please contact the Rates Office for further information.

### SUPPLEMENTARY RATE

If an amendment is made to the valuation to include any changes to the property, an adjustment to the rates payable may be necessary for which a supplementary rate and valuation notice will be served.








### PROPERTY OWNERSHIP

It is the responsibility of the property owner to notify the Council of any change in ownership.

### OWNER

A M C Ramos, M C Ramos

## PAYMENT OPTIONS

<p>Contact your financial institution to pay from your cheque, savings or credit card account.</p> <p>Billers Code: <b>8995</b> Ref Number: <b>01591340</b></p>		<p><b>ONLINE</b></p> <p>Pay online via the City of Casey website: <b><a href="http://www.casey.vic.gov.au">www.casey.vic.gov.au</a></b></p> 	<p><b>BY MAIL</b></p> <p>Mail payment of amount or with deposit slip to:</p> <p><b>City of Casey</b> <b>P.O. Box 5034</b> <b>Hallam, 3803</b></p> <ul style="list-style-type: none"><li>• Please do not pin or staple your cheque to the notice when returning the payment</li><li>• Allow sufficient time for delivery to avoid any penalty for late payment.</li></ul> 	<p><b>IN PERSON</b></p> <p>Option 1: Pay in person at any Australia Post outlet.</p> <p>Option 2: Pay by EFTPOS, Money Order, Credit Card, or Cheques crossed "Not Negotiable" at our Customer Service Centres:</p> <p><b>Cranbourne</b> Monday to Friday, 10.00 am to 2.00 pm Cranbourne Park Shopping Centre, 125 High Street, Cranbourne</p> <p><b>Bunjil Place</b> Monday to Friday, 9.00 am to 4.00 pm 2 Patrick Northeast Drive, Narre Warren</p> 
<p><b>DIRECT DEBIT</b></p> <p>Please contact the City of Casey on <b>9705 5200</b> or visit <b><a href="http://www.casey.vic.gov.au">www.casey.vic.gov.au</a></b> for a Payment Schedule application.</p> <p><b>Applications close 10 September each year.</b></p>		<p><b>CREDIT CARD OVER PHONE</b></p> <p>Please phone <b>1300 665 200</b> to make your payment by credit card (MasterCard or Visa).</p> <p>24 hour service available from most touch-tone phones.</p> <p>Reference Number: <b>01591340</b></p> 		
 <p>Post Billpay</p> <p>Billpay code: <b>9179</b> Ref Number: <b>1591340 89</b></p>	<ul style="list-style-type: none"><li>• Pay in person at any Post Office</li><li>• Online at <a href="http://postbillpay.com.au">postbillpay.com.au</a></li><li>• Call 13 18 16 for credit card payments (MasterCard or Visa).</li></ul>			

### DIFFERENTIAL RATES

Council does not apply a differential rating system.

### RATE REBATES/CONCESSIONS

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges. Please note that the appropriate pension card must be provided when submitting your application for a rate rebate at the Council offices.

A Council concession may also be available to holders of an appropriate TPI or War Widow Gold Card. Enquiries can be made at any of Council's Customer Service Centres.

### PAYMENT OF RATES AND CHARGES

Payments of any rates and charges will be allocated as follows:

1. Legal costs owing, if any.
2. Interest owing, if any.
3. Arrears owing, if any, current rates, charges and fire services property levies owing. Penalty interest on any arrears of rates, charges and fire service property levies will continue to accrue until full payment of the outstanding amount.

### FIRE SERVICES PROPERTY LEVY (FSPL)

Council has been appointed as the agency to collect the Fire Services Property Levy on all land within the City of Casey, unless specifically exempted, to fund the Country Fire Authority. If the leviable land is rateable, the owner may apply for a waiver, deferral or concession in respect of the levy amount, in accordance with section 27 of the FSPL Act. If the leviable land is classified residential for land use classification purposes, but is not rateable land, the owner may apply for a waiver, deferral or concession in respect of the levy amount in accordance with section 28 of the FSPL Act.

### DIRECT DEBIT PAYMENT BY NINE INSTALMENTS

Rates, Charges and Fire Services Property Levies may be paid by nine monthly instalments, only if you choose the Direct Debit method of payment. Contact Council on **03 9705 5200** or visit our website [www.casey.vic.gov.au](http://www.casey.vic.gov.au) for an application form. Applications must be received by 10 September each year. The first payment will be deducted on 28 September and subsequent payments on the 28th of each month (or the next business day) until May 2025. Instalment reminder notices will not be forwarded and it remains your responsibility to ensure sufficient funds are available in your nominated account.

### DISPOSAL OF PROPERTY FOR OVERDUE RATES AND CHARGES

Under Section 181 of the *Local Government Act 1989*, the Council has the power to dispose of property where:

- There are rates and charges (including enforcement costs and interest) which are more than three years overdue; and
- There is no current arrangement for the payment of the overdue rates and charges; and
- There is a Court order requiring the part payment of the overdue rates and charges.

### PRIVACY STATEMENT

The City of Casey is committed to the protection of your privacy. Your personal information will be handled in accordance with the *Privacy and Data Protection Act 2014*. The personal information requested is being collected for the purpose of being able to contact you via SMS, phone, email or mail, about services you receive from Council, including rates reminders. You can access your personal information by contacting council's Privacy Officer on **03 9705 5200**. For further information about how Council protects your privacy, Council's Privacy Policy is available from all council offices and on our website [www.casey.vic.gov.au/privacy](http://www.casey.vic.gov.au/privacy).

### DECLARATION OF RATES

In accordance with Section 158 of the *Local Government Act 1989*, Council declared the rates and charges for 12 months ending 30 June 2025. In accordance with Parts 2 and 3 of the *Fire Services Property Levy Act 2012*, Council is required to collect levy amounts on behalf of the State Government as a collection agency. These rates and charges and levy, if unpaid, remain as a first charge on the land, along with any costs awarded to Council in relation to them.

# Residential Rental Agreement

no more than 5 years

**Residential Tenancies Act 1997 (Section 26(1))**

**Residential Tenancies Regulations 2021 Regulation 10(1)**



- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 558 181.

## PART A – BASIC TERMS

This agreement is between the residential rental provider (rental provider) and the renter(s) listed on this form.

### 1. Date of agreement

This is the date the agreement is signed: 19 / 06 / 2024

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

### 2. Premises let by the rental provider

Address of premises

Street: 52 Sustain Circuit  
 Suburb: Lyndhurst State: VIC Postcode: 3975

### 3. Rental provider's details

Full name or Company name: Marvin Ramos  
 ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: c/o Care Property Agents  
Level 1, 530 Little Collins St Melbourne State: VIC Postcode: 3000  
 Phone number: \*\*\*\*\* Email: \*\*\*\*\*

Full name or Company name: Anna Michelle Ramos  
 ABN/ACN (if applicable): \_\_\_\_\_

(Please fill out details below where no agent is acting for the rental provider)

Address: c/o Care Property Agents  
Level 1, 530 Little Collins St Melbourne State: VIC Postcode: 3000  
 Phone number: \*\*\*\*\* Email: \*\*\*\*\*

### Rental provider's agent's details

Full name: Batto Property Solutions  
 Trading name: Care Property Agents  
 Address: Lvl 1, 530 Little Collins St  
Melbourne State: VIC Postcode: 3000  
 Phone number: 03 9909 7078 ABN/ACN (if applicable): 74 604 997 284  
 Email address: catherine@carebg.com.au

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

#### 4. Renter details

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

Full name of **renter 1**: Jawad Hassani

Current address: 52 Sustain Circuit

Lyndhurst

State: VIC

Postcode: 3975

Phone number: \*\*\*\*\*

ABN/ACN:

Email: ali.hassani1437@gmail.com

Full name of **renter 2**:

Current address:

State:

Postcode:

Phone number: \*\*\*\*\*

Email:

Full name of **renter 3**:

Current address:

State:

Postcode:

Phone number: \*\*\*\*\*

Email:

Full name of **renter 4**:

Current address:

State:

Postcode:

Phone number: \*\*\*\*\*

Email:

**Note:** If there are more than four renters, include details on an extra page.

#### 5. Length of the agreement

☒ Fixed term agreement

Lease Renewal for 12 months

Start date: 30 / 06 / 2024

(this is the date the agreement starts and you may move in)

End date: 29 / 06 / 2025

☐ Periodic agreement (monthly)

Start date:

**Note:** A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

#### 6. Rent

Rent amount (\$) (payable in advance) 2,607.00 monthly then increase to \$ 2,824.00 starting 30/06/2024

To be paid per

☐ week

☐ fortnight

☒ calendar month

Day rent is to be paid

a month in advance due on the 30th day of each month

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

Date first rent payment due:

#### 7. Bond

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$): 2,607.00

Date bond payment due:

Held by the RTBA

## PART B – STANDARD TERMS

### 8. Rental provider's preferred methods of rent payment

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☒ direct deposit ☒ bank deposit ☒ cash ☐ cheque or money order



☒ other electronic form of payment, including Centrepay

Payment details (if applicable): BANK OF MELBOURNE

BSB no. 193-879 Account no. 487 497 151

Account name Batto Property Solutions Pty Ltd

Payment reference 52Sus (no space inbetween)

### 9. Service of notices and other documents by electronic methods

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

#### 9.1 Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

**Rental provider 1:** ☒ Yes - insert email address, mobile phone number or other electronic contact details c/o Care Property Agents, support@carebg.com.au 03 9909 7078  
☐ No

**Rental provider 2:** ☒ Yes - insert email address, mobile phone number or other electronic contact details c/o Care Property Agents, support@carebg.com.au 03 9909 7078  
☐ No

#### 9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

**Renter 1:** ☒ Yes - insert email address, mobile phone number or other electronic contact details ali.hassani1437@gmail.com 0470144946  
☐ No

**Renter 2:** ☐ Yes - insert email address, mobile phone number or other electronic contact details  
☐ No

**Renter 3:** ☐ Yes - insert email address, mobile phone number or other electronic contact details  
☐ No

**Renter 4:** ☐ Yes - insert email address, mobile phone number or other electronic contact details  
☐ No

**Note:** If there are more than four renters, include details on an extra page.

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name Catherine Batto, Leilani Asuncion and/or Led Batto

Emergency contact phone number 0434 292 411, 0432 975 666 and 0406 690 220

Emergency contact email address catherine@carebg.com.au and led@carebg.com.au

## 11. Professional cleaning

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

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

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

## 12. Owners corporation (formerly body corporate)

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

☒ no ☐ yes

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

## 13. Condition report

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

(Rental provider to tick as appropriate)

☒ The condition report has been provided.

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

## PART C – SAFETY-RELATED ACTIVITIES

### 14. Electrical safety activities

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

### 15. Gas safety activities

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

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

## 16. Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 

**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
  - (i) Information about how each smoke alarm in the rented premises operates; and
  - (ii) Information about how to test each smoke alarm in the rented premises; and
  - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

**Note:** Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

## 17. Swimming pool barrier safety activities

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

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

## 18. Relocatable swimming pool safety activities

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

## 19. Bushfire prone area activities

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

- (a) If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

## PART D – RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

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

### Condition of the premises

The rental provider:

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

The renter:

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

### Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

### Locks

- The rental provider must ensure the premises:
  - has locks to secure all windows capable of having a lock; and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key.
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - a personal safety intervention order.

### Repairs

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

### Urgent Repairs

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

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

The rental provider must carry out urgent repairs after being notified.

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

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

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

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

#### Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

#### Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

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

#### Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

### PART E - ADDITIONAL TERMS

#### 21. Further Details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

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

#### Access and entry

- The rental provider may enter the premises:
  - at any time, if the renter has agreed within the last 7 days.
  - to do an inspection, but not more than once every 6 months.
  - to comply with the rental provider's duties under the Act.
  - to show the premises or conduct an open inspection to sell, rent or value the premises.
  - to take images or video for advertising a property that is for sale or rent.
  - if they believe the renter has failed to follow their duties under the Act.
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

#### Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

## Additional General Terms



### 21.1 Residential Tenancies Act 1997

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

### 21.2 Renter's obligations

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
  - (i) affix any satellite dishes, television cables or antennas to the premises;
  - (ii) install any air-conditioning units on the premises; or
  - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

### 21.3 Maintenance and repairs

- (a) The renter must:
  - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
  - (ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
  - (iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);
  - (iv) keep the premises clear of any rubbish;
  - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
  - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
  - (vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
  - (viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

### 21.4 Owners Corporation

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

## Additional General Terms



### 21.5 End of occupancy

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

### 21.6 Insurance

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

### 21.7 Privacy

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- (b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:
  - (i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;
  - (ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

### 21.8 Counterparts and Execution

- (a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
  - (i) will be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; and
  - (iii) may be produced in evidence for all purposes in place of the original.
- (c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.
- (d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name; or
  - (iv) physically signed on paper and scanned electronically.
- (f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
  - (i) is made on its execution by all parties to it (including electronic signature);
  - (ii) need not be executed and exchanged in counterparts; and
  - (iii) constitutes an original document in an electronic format.

**Additional General Terms**



- (g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:
  - (i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;
  - (ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and
  - (iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party
- (h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

## Additional General Terms



### 21.9 Additional Terms

The RENTER shall indemnify the RENTAL PROVIDER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the RENTER or anyone on the premises with the consent of the RENTER. The RENTER shall indemnify the RENTAL PROVIDER for the cost of repairs to plumbing blockages caused by the negligence or misuse of the RENTER. Items that could cause blockages include but not limited to feminine hygiene products, disposable nappies, or excessive amount of toilet paper.

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act, 1983.

The RENTER shall indemnify the RENTAL PROVIDER against all liability in respect or injury or damage to any third party property arising from any conduct, act or omission by the RENTER, or the RENTERS servants, agents, invitees and/or their uninvited guests. The RENTER agrees to pay the RENTAL PROVIDER any excess amount charged, or any additional premium charged by the RENTAL PROVIDERS Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the RENTER.

Should the RENTER be required to arrange a tradesperson, the RENTER agrees that the tradesperson is qualified to do the work, has appropriate insurance and reasonably priced. The RENTER must be able to prove that they have attempted to make contact with the AGENT for their approval before arranging for the tradesperson themselves.

The RENTER acknowledges that it is the RENTERS responsibility upon termination of the Agreement to deliver the keys to the premises to the AGENTS office or to the AGENTS REPRESENTATIVE and continue paying rent until such time as the keys are delivered.

The RENTER shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health Department and returned to its allotted place.

The RENTER shall use the appliances provided in accordance with the manufacturers manual available on the manufacturers website or have been provided in the property.

The RENTER shall pay all charges in respect of the re-connection and consumption of water, sewage disposal, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

The RENTER shall allow the RENTAL PROVIDER or his AGENT to put on the premises a notice or notices to let during the last month of the term of this Agreement. The RENTER shall also allow the RENTAL PROVIDER or his AGENT to put on the premises a notice or notices for sale or auction at any time during the term of this Agreement and permit access to the premises by the RENTAL PROVIDER or his AGENT to present the property to prospective purchasers or prospective RENTERS upon 24 hours notice or by Agreement with the RENTER and the RENTAL PROVIDER or AGENT.

The RENTER shall allow routine inspections after the 3rd month of moving in and after every 6 months thereafter and shall allow photos to be taken for the purpose of recording the condition of the property during each inspection

The RENTER acknowledges that no promises, representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises for the RENTERS purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

When vacating the premises, the RENTER must vacate clean the property and carpet steam cleaned by a professional cleaner and a receipt provided to the AGENT.

The RENTER hereby agrees to maintain the gardens in a satisfactory manner during the term of the tenancy. If at the end of the tenancy the garden is not in such a condition, the RENTER agrees that the cost of restoring the garden will be at their own cost or deducted from the bond. (This applies to houses or units where a garden is applicable).

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property. The RENTER also agrees not to store lubricants or flammable liquids at the premises.

The RENTER agrees to preserve the current clean condition of the walls and exercise proper care in maintaining condition of the floor coverings. The RENTER also hereby understands that if there are damages caused on the property, the expense to rectify the damage will be paid by the RENTER and/or taken from the bond deposit

The RENTER acknowledges the pursuant to Section 428 of the Residential Tenancies Act, 1997, the RENTER shall not refuse to pay rent on the grounds that the RENTER intends to regard as rent the security deposit or any part of the security paid by the RENTER in respect to the premises. (This can incur \$1000.00 penalty).

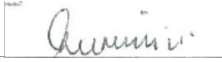
## 22. Signatures

This agreement is made under the ***Residential Tenancies Act 1997 (Vic)***.

Before signing you must read **Part D–Rights and Obligations** in this form.

### Rental provider

Signature of rental provider 1 (or managing agent)



Dated 20/06/2024

Signature of rental provider 2 (or managing agent)

Dated

### Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1



Dated 20/06/2024

Signature of renter 2

Dated

Signature of renter 3

Signature of renter 4

Dated

Dated

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



**Annexure Continue..**

If a RENTER requests that a Co RENTER be added or removed from this Agreement, therefore requiring a new lease agreement to be drawn, then an administration fee of \$165.00 including GST will be payable by the tenant who requested the addition/deletion assuming the addition/deletion is approved by the RENTAL PROVIDER.

If a RENTER requests that a Co RENTER be added or removed from this Agreement, therefore requiring a new lease agreement to be drawn, then an administration fee of \$165.00 including GST will be payable by the tenant who requested the addition/deletion assuming the addition/deletion is approved by the RENTAL PROVIDER.

The RENTER acknowledges and understand that the keys/remotes provided at the start of their lease will need to be returned upon the end of the lease, including all copies made and the RENTER will be responsible for the cost of replacing lost keys. In the event that RENTER lock themselves out, it is the RENTER'S responsibility to hire a locksmith at their own cost.

If the RENTER wishes to vacate the premises at the expiration of this agreement the RENTER shall give the RENTAL PROVIDER or AGENT written notice of the RENTERS intention to vacate 28 days prior to the expiration of the Agreement. If the RENTER remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the RENTER must give written notice of the RENTERS intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives notice.

Should the RENTER require to vacate the premises prior to the end of the fixed term agreement, the RENTER will be deemed to be breaking the contract. In such circumstance the RENTER accepts liability of: (1) rent until the lease commencement date of an approved new RENTER; (2) advertising and marketing costs of \$220.00 to re-let the property; (3) the letting fee charged by the Agent to compensate the Rental Provider. The RENTER agrees to pay these costs to the AGENT upon demand.

IF the RENTAL PROVIDER gives permission for any pet the duration of the lease according to the Residential Tenancies Act 1997 Section 71B, the Renter agrees to the strict conditions as follows:

That any damage caused by the pets to the property will be repaired to its original condition at the Renters expense upon vacating the property.

That the property will be professionally fumigated upon vacating the property and copy of the service invoice to be provided to the agent as proof of compliance.

That all carpet areas will be professionally steamed cleaned upon vacating the property and copy of the service invoice to be provided to the agent as proof of compliance. If the smell of pet cannot be removed from the steam cleaning of the carpet or the damage cannot be repaired, the Renters agree to get the affected carpet in the room replaced in full at their own cost.

The Renters will ensure that the pet do not cause a nuisance or interfere with reasonable peace, comfort or privacy of any occupier of the neighboring premises.

The Renters acknowledge & agree that any formal complaint made to the Rental Provider and/or Agent about the pet, will result in immediate removal of the pet.

Our Agency highly recommends for the RENTER to get a Renters Insurance during the term of their lease and will not be liable for any loss or damages caused by insurable events.

The RENTER acknowledge having received a copy of this agreement, understand the above conditions and agree that the agreement and conditions are reasonable and acceptable.

The RENTER also acknowledged that the original ingoing condition report previously received/executed during the commencement of the original lease is still deemed valid, current and legally binding.

20/06/2024

PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 April 2025 01:01 PM

PROPERTY DETAILS

Address: **52 SUSTAIN CIRCUIT LYNDHURST 3975**

Lot and Plan Number: **Lot 860 PS811255**

Standard Parcel Identifier (SPI): **860\PS811255**

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

Council Property Number: **159134**

Planning Scheme: **Casey**

Directory Reference: **Melway 129 C5**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

[Planning Scheme - Casey](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CARRUM**

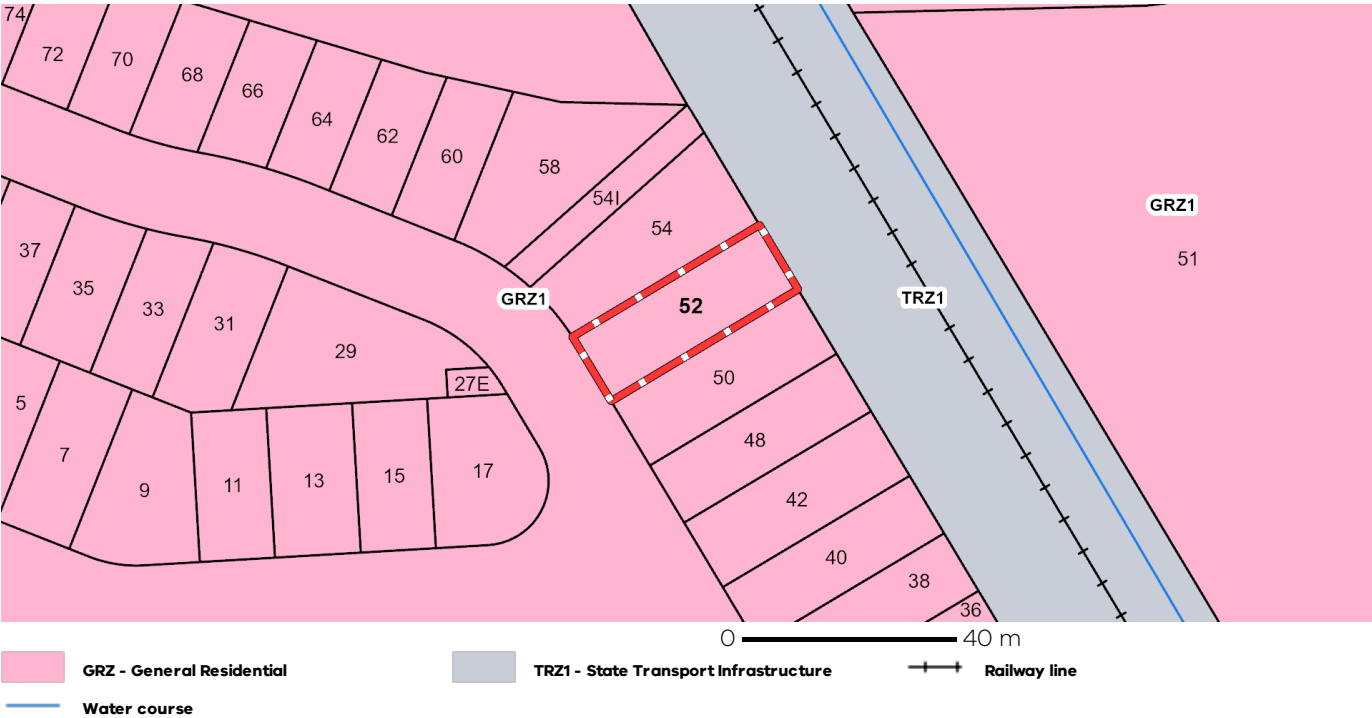
OTHER

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

[View location in VicPlan](#)

Planning Zones

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



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

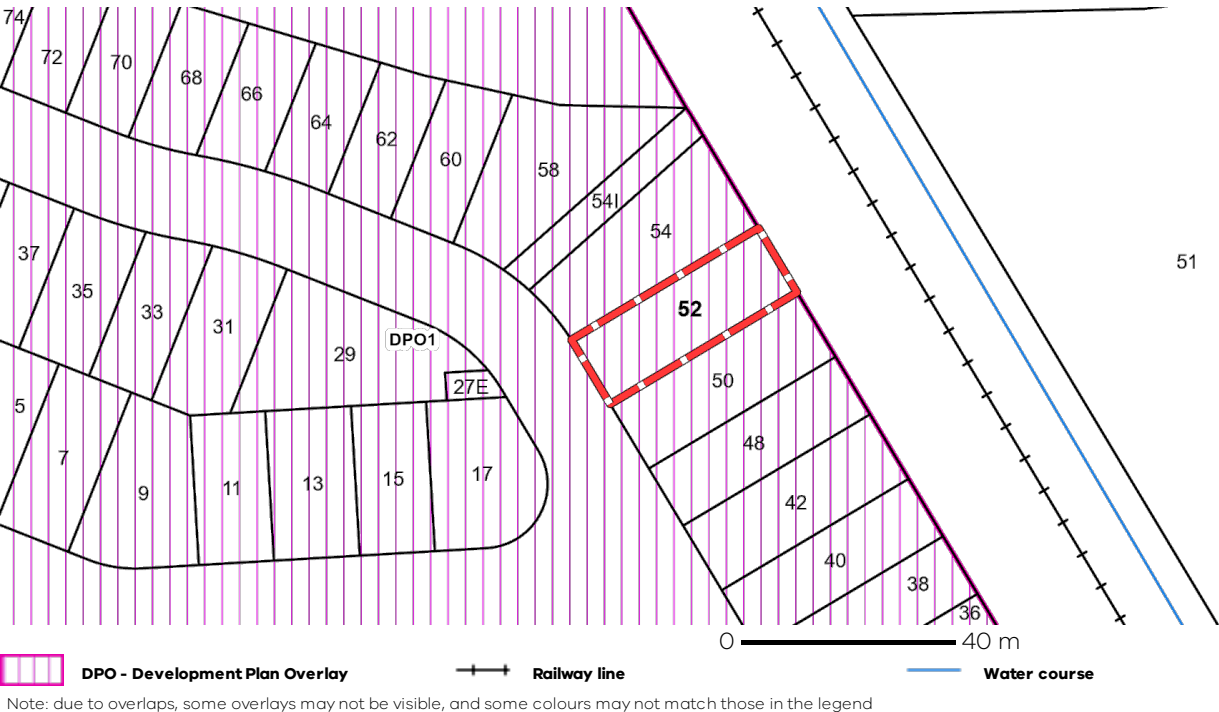
PLANNING PROPERTY REPORT

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)  
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



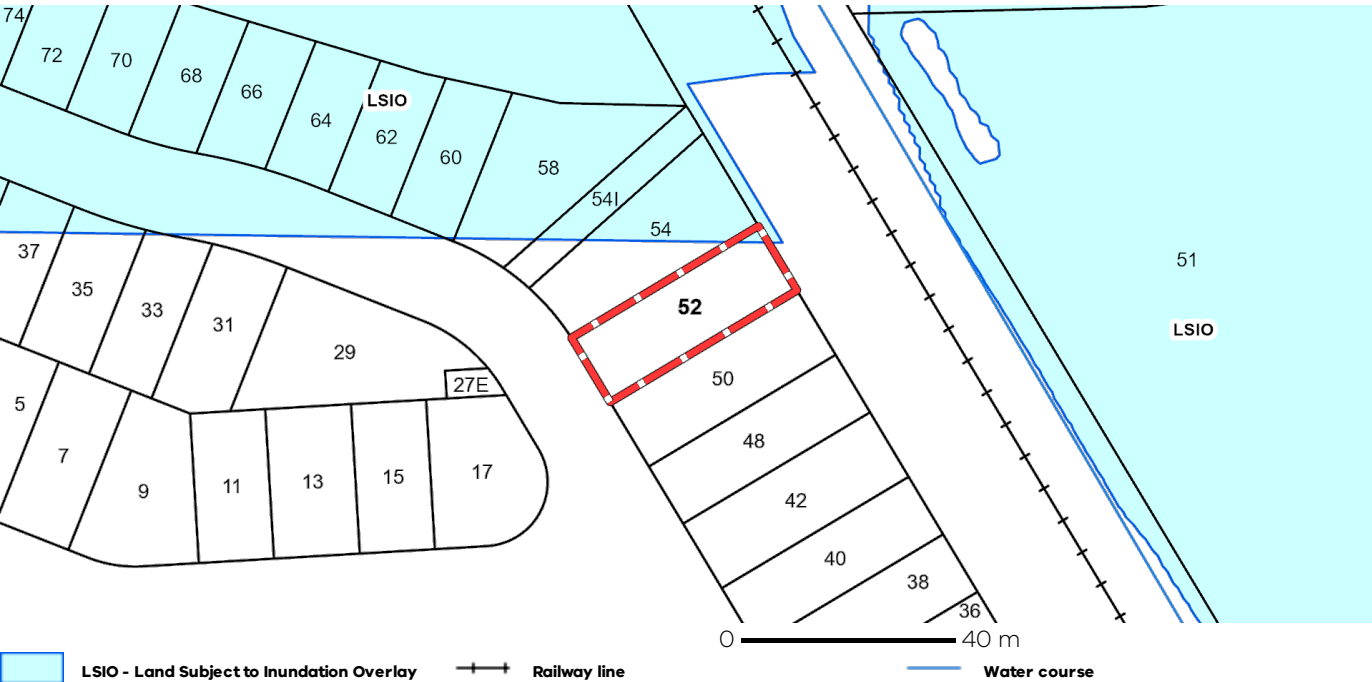
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)  
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 \(DPO1\)](#)



PLANNING PROPERTY REPORT

Planning Overlays

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)  
[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)



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

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Further Planning Information

Planning scheme data last updated on 27 March 2025.

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

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

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

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

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

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Department  
of Transport  
and Planning

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

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

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 01 April 2025 01:00 PM

## PROPERTY DETAILS

Address: **52 SUSTAIN CIRCUIT LYNDHURST 3975**

Lot and Plan Number: **Lot 860 PS811255**

Standard Parcel Identifier (SPI): **860\PS811255**

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

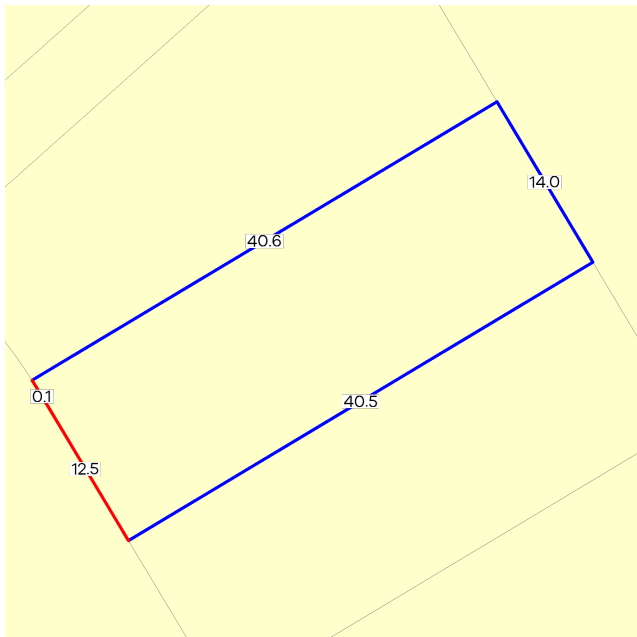
Council Property Number: **159134**

Directory Reference: **Melway 129 C5**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 567 sq. m  
**Perimeter:** 109 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.

19 overlapping dimension labels are not being displayed

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CARRUM**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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