

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Parts of the original document have been modified and adapted to provide a better, cleaner contract for use.

Contract of Sale of Land

The **Vendor** agrees to sell, and the **Purchaser** agrees to buy, the property—comprising the land and any included goods—for the purchase price and on the terms set out in this Contract.

The provisions of this Contract are set out in the following order of priority:

- Particulars of Sale
- Special Conditions
- General Conditions

SIGNING OF THIS CONTRACT

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

Purchasers must ensure they have received a **Section 32 Statement** from the Vendor **prior to signing this Contract**. For the purposes of this Contract, a “Section 32 Statement” refers to the disclosure statement required to be provided by a vendor under section 32 of the *Sale of Land Act 1962 (Vic)*.

The authority of any person executing this Contract:

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

must be clearly recorded beneath their signature.

Any individual whose signature has been obtained by an estate agent acknowledges that, at the time of signing, the agent provided them with a copy of the full terms of this Contract.

SIGNED BY THE PURCHASER:
..... on/...../2025

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR: ANTHONY JAMES FINCH CATHERINE MARIE FINCH
..... on/...../2025

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

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

Harcourts ASAP

chris.zhang@harcourts.com.au

Trust Account Details:

Name:

BSB:

ACC:

Purchasers are required to confirm trust account details with the selling agent prior to making any deposit payment.

Vendor

ANTHONY JAMES FINCH, CATHERINE MARIE FINCH

Vendor's legal practitioner or conveyancer



Spin Conveyancing

PO Box 1294, Waverley Gardens VIC 3170

Email: info@spinconveyancing.com.au

Tel: 03 9988 9052 Fax: 03 9988 9059 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 10828	Folio 138	251	518582M
Volume	Folio		

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **14 ROBUSTA Avenue CRANBOURNE VIC 3977**

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

All fixed floor coverings, light fittings, window furnishings, solar panels (if it exists), solar hot water (if it exists), cooktop, air-conditioner, dishwasher and all fixtures and fittings of a permanent nature.

Goods excluded from the sale:

Not Applicable

Payment

Price	\$	If no deposit due date is specified, the due date is taken to be the DAY OF SALE .
Deposit	\$	
Balance	\$	

by _____ (of which \$ _____ has been paid)

payable at settlement

GST (general condition 19)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 17 & 26.2)

is due on _____

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

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

Lease (general condition 5.1)

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

subject to lease

If '**subject to lease**' then particulars of the lease are :

(You should check the tenancy agreement/lease available within the Section 32 Vendor Statement)

* tenancy agreement for a term ending 07/11/2025

OR

~~* periodic tenancy agreement determinable by notice~~

OR

~~* tenancy agreement for a term ending _____ with _____ options to renew, each of ____ years~~

Terms contract (general condition 30)

This contract is **NOT** intended to be a terms contract within the meaning of the *Sale of Land Act 1962*.
(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20) (Not Applicable at Auction)

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

Lender:

Loan amount not more than \$_____ Approval date by: ____ / ____ / 20____

Building Inspection (general condition 21)

☐ This contract is subject to a building inspection in accordance with general condition 21 if this box is ticked.

Pest Inspection (general condition 22)

☐ This contract is subject to a pest inspection in accordance with general condition 22 if this box is ticked.

This contract includes Special Conditions

Special Conditions

1. Deposit Release (general condition 14)

- 1.1 The purchaser's reasons for objecting to the release of the deposit monies must reflect the matters set out in Sub-section (4) of Section 27 of the *Sale of Land Act 1962*. The purchaser's objection to release of the deposit can only have regard to the accuracy of the particulars in the Deposit Release Notice and sufficiency of the purchase price to discharge all financial encumbrances over the property. The purchaser cannot refuse to authorize the release of the deposit on any other grounds once the contract has become unconditional and the purchaser is deemed to accept title. This clause does not override statute but provides guidance to case law.

2. Director's Guarantees

This clause replaces General Condition 3. In the event the purchaser or nominated purchaser is a company the purchaser will simultaneously with the execution of this contract arrange for its directors to execute the attached Guarantee and Indemnity.

3. Exclusion and/or Variation of General Conditions

- 3.1 General Condition 31 continues to apply except for clauses 31.4, 31.5, 31.6. The purchaser may not withhold settlement funds but retains right to post-settlement compensation under general condition 31.3.
- 3.2 General Condition 33 is replaced with "Interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party."
- 3.3 General Condition 12 is deleted except to the extent required by the *Building Act 1993*.
- 3.4 General Condition 21.2(a) is amended as follows "obtains a written report from a registered building practitioner which discloses a current major structural defect in a structure on the land and designates it a major structural building defect."

4. Interpretation

In this contract unless the context otherwise requires: -

- 4.1 headings and subheadings are for convenience of reference only and do not affect interpretation;
- 4.2 words importing the singular include the plural and vice versa;
- 4.3 words importing a gender include any gender;
- 4.4 a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government body;
- 4.5 a reference to an Act of Parliament includes that Act as amended or replaced and all regulations made under it;
- 4.6 a reference to a body whose functions have become exercisable by another body is a reference to the latter body;
- 4.7 a covenant or agreement on the part of two or more persons binds them jointly and severally;
- 4.8 where any form of the word "include" appears, it is to be read as if followed by the words "without limitation"; and
- 4.9 where the letters "ADI" means Authorized Deposit-Taking Institution and has the same definition as ADI in section 5 of *Banking Act 1959 (Cth)*; and
- 4.10 any reference to business or working days ends at 4.00pm that day.
- 4.11 **contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance in, on, under or migrating to or from the property which renders the property or its produce:
- a. noxious or poisonous;
 - b. harmful or potentially harmful to the health or welfare of human beings;
 - c. poisonous, harmful or potentially harmful to animals, birds or wildlife;
 - d. poisonous, harmful or potentially harmful to plants or vegetation;
 - e. obnoxious or unduly offensive to the senses of human beings; or
 - f. detrimental to any beneficial use made of the property.
- 4.12 **Environmental and Planning Law** means:
- a. all planning, land use, heritage, water catchment, building, public and occupational health and safety or noxious trades, environmental, noise, development, health, contamination, radiation, waste disposal, and land management laws and all laws relating to Hazardous Materials;
 - b. all conditions of all consents, licences, permissions or permits issued under any of the laws referred to in paragraph (a); and
 - c. all regulations and orders, notices, directions or requirements of any Government Authority made or issued under any of the laws referred to in paragraph (a).
- 4.13 **hazardous materials** means:
- a. any contamination;
 - b. any substance, gas, liquid, chemical, mineral or other physical or biological matter that is or may become toxic, flammable, inflammable or that is otherwise harmful to the environment or any life form or that may cause pollution, contamination or any

hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment

- c. any item, substance or article that is either prescribed as dangerous goods within the meaning of the *Dangerous Goods Act 1985* (Vic) or is capable of constituting a risk, threat or menace to
 - i. persons or property; or
 - ii. any materials or compounds controlled, prohibited or regulated from time to time by any Environmental and Planning Law

4.14 Insolvency Event means:

- a. in relation to a body corporate:
 - i. an application being made to a court for an order that it be wound up;
 - ii. an application being made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order;
 - iii. except to reconstruct or amalgamate while solvent on terms approved by the vendor, it enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement, or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
 - iv. it resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the vendor or is otherwise wound up or dissolved;
 - v. it is or states that it is insolvent;
 - vi. as a result of the operation of section 496F(1) of the *Corporations Act 2001* (Cth), it is taken to have failed to comply with a statutory demand;
 - vii. it is, or makes a statement from which it may be reasonably deduced by the vendor that it is, the subject of an event described in section 459C(2) or section 585 of the *Corporations Act 2001* (Cth);
 - viii. it takes any step to obtain, or is granted, protection from its creditors under any applicable legislation; or
 - ix. anything having a substantially similar effect to any of the events set out above happens
 - x. under the law of any applicable jurisdiction.
- b. in relation to an individual, becoming bankrupt or entering into a scheme or arrangement with creditors or the occurrence of any event that has a substantially similar effect to any of these events; or
- c. in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control or the occurrence of any event that has a substantially similar effect to any of these events.

4.15 Loss includes any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent.

4.16 DOL Form means the all-in-one digital duties online form, or any other form which may be required by the State Revenue Office of Victoria for property transfers in Victoria.

4.17 Duties Act means the Duties Act 2000 (Vic).

4.18 Duties Settlement Statement means the document that is generated once the DOL Form has been completed and signed by the vendor and the purchaser, which document contains a form ID and all of the information from the forms completed that is required for duty assessment.

4.19 Deposit Release Notice means the document provided to the purchaser for early release of the deposit under Section 27 of the *Sale of Land Act 1962*.

4.20 Building Element is accepted as per AS4349.1-2007 as "Portion of the building that, by itself, or in combination with other such parts, fulfils a characteristic function."

4.21 Major Defect is accepted as per AS4349.1-2007 as "A defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property."

4.22 Structural Defect is accepted as per AS4349.1-2007 as "Fault or deviation from the intended structural performance of a building element."

4.23 Vacant Possession is to be interpreted only as a human not occupying the primary dwelling only on the land, and does not include any other buildings such as garages, gazebos and sheds. The purchaser agrees not to delay any settlement or seek compensation arising out of any items/goods that are left anywhere on the property.

5. Whole Agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement and the purchaser shall not be entitled to rely on any representations made by the vendor or their agents except as are made conditions of this contract.

6. Purchaser acknowledgements (except to the extent that such liability cannot be excluded by law)

6.1 The purchaser acknowledges that no information, representation, comment, opinion or warranty by the vendor or the vendor's agent was supplied or made with the intention or knowledge that it would be relied upon by the purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this contract.

6.2 The purchaser acknowledges that the purchaser has inspected the property and chattels prior to the day of sale. The purchaser agrees that the purchaser in purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

6.3 The purchaser accepts the property as at the Day of Sale: -

- a. in its present condition and state of repair;
 - b. with all restrictions on the use and development of the property under the planning scheme which affects the land;
 - c. with all defects latent and patent;
 - d. with any infestations, contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance, asbestos and/or dilapidation;
 - e. on the basis all improvements on the property are sold in their state of repair and condition. The purchaser must not require the vendor to add to, repair, reinstate or reconstruct them;
 - f. with all existing water, sewerage, drainage and plumbing services and connections in respect of the property in their present state and condition;
 - g. with any other planning controls affecting the property;
 - h. with any Owners Corporation Rules that may exist;
 - i. with any agreement under Section 173 of the *Planning and Environment Act*;
 - j. with any restriction as to the use of the property made under any Authority;
 - k. with any planning permits for or affecting the property including any conditions set out in any planning permits;
 - l. notwithstanding any non-compliance with the *Local Government Act 1989*, *Building Act 1993* or other legislation, subordinate legislation or regulations in respect of any building on the land; and
 - m. and subject to all restrictions imposed by the relevant planning scheme and all other relevant planning controls including without limitation all permits, approvals, agreements and planning scheme amendments.
- 6.4 The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 6.5 The purchaser is not entitled to end this contract, delay settlement or make any claim for compensation or damages because of the existence of any encroachments on, over or affecting the land or any adjoining land.
- 6.6 The purchaser accepts that the vendor has not represented, warranted or guaranteed:
- a. that the property is suitable for any specific development or may generally be developed in any way;
 - b. that the improvements are structurally sound, wind and watertight, fit for purpose or safe; or
 - c. the use to which the property may be physically or lawfully put, either presently or in the future.
- 6.7 The purchaser shall assume liability for compliance with all Notices or Orders (other than those relating to the current rates) relating to the property which are made or issued after the date of sale.
- 6.8 The purchaser warrants that they have made their own enquires and investigation as to the use to which the property may be put and the purchaser relies entirely on their own investigations and on their own judgement in entering into this contract.
- 6.9 The purchaser accepts that the property and any chattels sold by this contract shall not pass to the purchaser until balance of the payment due to the Vendor is received at settlement.
- 6.10 The purchaser accepts that all payments due to the vendor under this contract shall be due no later than 4.00 p.m. Victoria Australia on the day on which they are due and the vendor shall be entitled to treat any payment received or actions conducted after 4.00 p.m. as having been received or actioned on the next business day.
- 6.11 The purchaser accepts that if a swimming pool and/or spa as defined in the *Building Regulations 1994* is constructed on the property and if the swimming pool and/or spa is not fenced or otherwise does not comply with the requirements of the *Building Regulations 1994*, the vendor will not be obliged to comply with those regulations either prior to or after the settlement date and the purchaser must not make any requisition, claim compensation or delay settlement as a result on any non-compliance.
- 6.12 The purchaser accepts that if there are solar panels installed on the property, the parties agree:
- a. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
 - b. the purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
 - c. the vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their input to the electricity grid or any benefits arising from any electricity generated by the said solar panels.
 - d. the vendor makes no representations or warranties with respect to any inverter technology or batteries in relation to their condition, state of repair, fitness for the purposes for which they were installed.
- 6.13 The purchaser accepts that any fence that has fallen or deteriorated due to weather, or other external causes, is not entitled to end this contract, delay settlement or make any claim for compensation or damages.
- 6.14 The purchaser agrees that parts of the municipality might be affected by flooding and may be subject to a "Land Subject to Inundation Overlay" control or a "Special Building Overlay". The purchaser/s should satisfy themselves by making the appropriate enquiries of the relevant authorities prior to entering into a contract, as the vendor/s give no warranties whatsoever in regard to same.
- 6.15 The purchaser accepts that if the contract is made subject to any building or pest inspections, and no date is specified as to when it should be completed, the purchaser accepts that seven (7) days is reasonable from when the purchaser signs this contract. In addition, any such clauses that have been inserted by the purchaser or any agent that include the words "subject to satisfactory" or "subject to a satisfactory", is invalid, and the purchaser cannot rely on any such clauses.
- 6.16 The purchaser accepts that if the vendor has a simultaneous or pending property purchase settlement the vendor may have their items stored and ready for collection by removalists at the property for a period of no later than the following business day. A purchaser may not delay settlement or make any claim for compensation or damages.

- 6.17 The purchaser accepts that if this property is offered for sale at public auction, the property shall be offered subject to the vendor's reserve price. The rules for the conduct of the auction shall be set out in the schedules to the *Sale of Land Regulations 2005* or any rules prescribed which modify or replace those rules.
- 6.18 The purchaser accepts they are immediately in default if the purchaser fails to pay the deposit or any part of the deposit at the due date and/or time required (received as cleared funds) or if any bank cheque for the deposit is not honoured on presentation. If the contract does not specify a due date, the due date is accepted to be the **DAY OF SALE** being the date by which both the purchasers and vendor have signed this contract.
- 6.19 The purchaser acknowledges that in the event that the purchaser enters into occupation of the premises pursuant to a Licence Agreement then and in that event the purchaser agrees that the vendor's representative shall prepare the Licence agreement at a cost of \$330.00 for the preparation of said document is to be at the purchasers' expense.

7. Goods & Services Tax (GST)

- 7.1 If the particulars of sale specify the supply made under this contract is a 'going concern', the vendor is registered for GST and the purchaser agrees to the terms in general condition 19 and in addition as follows:
- a. that the property and the lease is supplied together as a single supply; and
 - b. the purchaser is purchasing the property subject to an ongoing lease and the tenant of the premises must continue carrying on the business being conducted under the lease; and
 - c. the purchaser agrees to take over as landlord for a period no less than 12 months after the date of supply with the tenant carrying on the business from the premises without significant interruption or change. If the lease ends prior to the date of supply or the Settlement Date, to satisfy the "going concern exemption", the vendor may at their own discretion, either: -
 - i. renew the existing commercial lease; or
 - ii. create a new commercial lease"; or
 - iii. alter the contract to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the price.

Should the purchaser decide not to continue the lease allowing the tenant to carry on the business being conducted under the lease, the parties agree that the contract shall be altered to 'plus GST' whereby the purchaser must pay must to the vendor any GST payable in respect of a taxable supply made under this contract in addition to the purchase price.

- 7.2 Consequences if the parties are mistaken:
- a. in the event that it is determined that the vendor should have been registered for GST relating to any enterprise affecting the land and the vendor before and after settlement is served a letter from the Australian Taxation Office stating that the supply herein has GST, and requiring the vendor to pay GST on the price or any other amount payable under this contract for whatever reason, then the vendor may give notice in writing to the purchaser at any time before or after settlement to direct the purchaser to pay to the vendor an additional sum of the amount of any GST payable (excluding penalties and interest) in respect of the taxable supply herein.
 - b. If the vendor incurs any penalties or interest under the GST law because the supply under this contract has been treated by the parties as being GST free, then
 - i. If the reason for the sale not being GST free is solely because of some fault by either party (including breach of any warranties contained herein) then the party shall bear those penalties and interest;
 - ii. In any other case, the penalties and interest shall be borne by the parties equally.
- 7.3 This special condition (including warranties) is an enduring special condition which survives the day of supply to the purchaser and survives the termination of the Contract. The right and obligations of the parties under this special condition endure for ten (10) years from and including the day of sale to the purchaser.

8. Nomination

- 8.1 The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of the purchaser's obligations under this contract. The purchaser indemnifies the vendor against any claim, action, loss, damage, liability or cost that may be brought against the vendor or which the vendor may pay, sustain or incur in respect of any matter (including stamp duty) arising from a nomination under this special condition or any default on the part of any nominee generally.
- 8.2 If the purchaser wishes to nominate a substitute or additional transferee, it must deliver to the vendor's legal practitioner/conveyancer:
- a. a nomination notice executed by the nominee and the purchaser at least ten (10) business days before the settlement date specified in this contract; and
 - b. if the nominee is a corporation a guarantee in the form of the guarantee document annexed to this contract.
- 8.3 Any nomination notice given must include:
- a. a warranty by the nominee that the provisions of the Foreign Acquisitions Legislation do not require the nominee to obtain approval to acquire the property from the vendor.
 - b. a warranty by the nominee that, if the provisions of the Foreign Acquisitions Legislation require the nominee to obtain approval to acquire the property from the vendor, this approval has been obtained; and;
 - c. a certified copy of the approval given under the provisions of the Foreign Acquisitions Legislation; and
 - d. an indemnity in favour of the vendor in respect of any Loss which the vendor may incur as a consequence of the vendor having relied on the nominee's warranty.
- 10.4 If the vendor and the purchaser have agreed that for GST purposes, the supply under this contract is of a 'going concern', a written acknowledgement by the nominee that the supply will be a supply of a going concern and a duly executed guarantee and indemnity in the form attached to this contract given by the directors and principal shareholder of any nominee which is a corporation (unless that corporation is listed on Australian Stock Exchange Limited)

9. Duties Act and Stamp Duty

- 9.1 The purchaser must:
- a. pay all stamp duties (including penalties and fines) which are payable in connection with this contract; and
 - b. indemnify the vendor against any liability which results from the fault, delay or omission to pay those duties or failure to make proper disclosures in connection with the Duties Act or to any officer under that act.
- 9.2 If there is more than one purchaser, it is the purchasers' responsibility to ensure that this contract correctly records, at the day of sale, the proportions in which they are buying
- 9.3 If the proportions recorded in the transfer of land differ from those recorded in this contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 9.4 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's lawyers (and conveyancers) 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 of land differing from those recorded in this contract.
- 9.5 This special condition will not merge on settlement.

10. Restriction on Re-Sale

- 10.1 The purchaser must not prior to settlement without the written consent of the vendor sell, transfer, assign, mortgage or otherwise encumber or deal with the property or the purchaser's rights or interests pursuant to this Contract.
- 10.2 The vendor will not unreasonably withhold its consent to a sale of the purchaser procures that any successor in title of the purchaser contracts with the vendor in the same terms as this Contract. This clause does not apply to a nomination.
- 10.3 The purchaser must not place on the Land any advertising material, signs, hoardings, or any other thing which is visible from the outside of the property (whether internally or externally to any buildings) without the consent of the vendor.

11. Right of Termination – Insolvency Event

- 11.1 Without limiting the vendor's rights under any guarantee, the vendor may terminate this contract without penalty if the purchaser (or if the purchaser consists of two or more persons, any of those persons) is subject to an Insolvency Event.
- 11.2 The vendor may exercise its rights under by notice to the purchaser or the purchaser's legal practitioner or conveyancer.

12. Commercial and Industrial Property Tax Reform Act 2024

- 12.1 The purchaser acknowledges that the property is not tax reform scheme land within the meaning of the Act
- 12.2 The purchaser acknowledges that the AVPCC (within the meaning of the Act) can be found on the State Revenue Office property clearance certificate herein, or by inquiring directly with the State Revenue Office – noting that the AVPCC is not relevant to this Contract, because the land is not tax reform scheme land within the meaning of the Act.

13. Breach

- 13.1 General Condition 32 does not apply to this Contract and will be replaced by the following:
- 13.2 The vendor(s) gives notice to the purchaser(s) that in the event the purchaser(s) fails to complete settlement on the settlement date referred to in the Particulars of Sale, or such date as may be agreed in writing between the parties, the vendors(s) may incur the following further additional expenses and losses from the date settlement fell due until settlement occurs, which amounts shall be paid by the purchaser(s), in addition to the interest chargeable on the balance of purchase monies pursuant to General Condition 33 herein:
- Any additional costs of obtaining, extending or bridging finance reasonably required by the Vendor for the purpose of completing the purchase of another property, including interest actually payable on such finance;
 - Interest or charges actually payable by the vendor under any mortgage secured against the property, accruing from the settlement due date until settlement occurs;
 - Accommodation and/or storage costs actually and reasonably incurred by the vendor (such as temporary rental, hotel, storage, or removal expenses) arising directly from the delay;
- 13.3 The vendor(s) may recover from the purchaser(s) any *reasonable and properly incurred additional professional costs*, charges or expenses directly arising from the purchaser's failure to settle on the due date, limited to:
- (a) documented *rescheduling or re-booking fees* charged by the vendor's financial institution or settlement agent; and
 - (b) *additional professional fees of the vendor's solicitor or conveyancer* that are reasonably and necessarily incurred as a direct result of the delay in settlement, provided such fees are invoiced and itemised to evidence the connection to the delay.

For the avoidance of doubt, this clause does not permit the recovery of general solicitor/conveyancer-client costs otherwise payable by the vendor under their professional retainer. Any costs or penalties actually imposed on the vendor under a contract or agreement for the purchase of another property, where such costs arise solely because of the purchaser's failure to complete settlement on time. In any case, costs are limited to reasonable, evidenced, and directly attributable to the purchaser's default.

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

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

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.
- 7 IDENTITY OF THE LAND**
 - 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
 - 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8 SERVICES**
 - 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
 - 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9 CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10 TRANSFER & DUTY**
 - 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
 - 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11 RELEASE OF SECURITY INTEREST**
 - 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
 - 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
 - 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
 - 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
 - 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
 - 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
 - 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

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

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

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

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

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

17 SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20 LOAN

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

21 BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22 PEST REPORT

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

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26 TIME & CO-OPERATION

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

27 SERVICE

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

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

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

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

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

that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

Schedule 1
GUARANTEE and INDEMNITY

I/We, of
and of

being the **Sole Director / Directors** of ACN
(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
.....)
Print Name.....)

in the presence of: Director (Sign)
.....)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
.....)
Print Name.....)

in the presence of: Director (Sign)
.....)
Witness.....)

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which

affect your ability to remove native vegetation on private property.

- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the

land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 32 STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	ANTHONY JAMES FINCH, CATHERINE MARIE FINCH
Property:	14 ROBUSTA Avenue CRANBOURNE VIC 3977



Spin Conveyancing
PO Box 1294
Waverley Gardens VIC 3170

Tel: 9988 9052
Fax: 9988 9059
Email: info@spinconveyancing.com.au

IMPORTANT NOTICE TO PURCHASERS

The use to which you purpose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area which is in a 1 in 100 year severity flood area. You should check with the municipal council whether this property is subject to any flooding before you commit yourself to buy.

You may be liable to pay Growth Areas Infrastructure Contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempt from the growth areas infrastructure contribution on certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings and any interest payable on any part of them is contained in the attached certificate/s and/or fee notices as provided-

(a) Their total does not exceed

\$5,000.00

(b) Or are contained in the attached certificate/s (if provided)

(c) Or their amounts are:

Amount (approx.)

1. Local Council

2. Water Authority

3. Land Tax

4.

(d) Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the sale of which the Vendor might reasonably be expected to have knowledge (other than GST payable in the contract), which are not included in items (a), (b) and (c) above; other than any amount described in this rectangular box:-

None to the Vendors knowledge

(e) At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

(f) The particulars of any imposed land charge (whether registered or not) by or under an Act to secure an amount due under that Act, including the amount owing under the charge is as follows:-

Not Applicable

(g) Sale Subject to Mortgage

This section (g) 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

(h) Land Tax

Land Tax is not adjustable between the Vendor and the Purchaser unless the sale price exceeds the threshold amount as defined by Section 10I of the Sale of Land Act 1962 (\$10 million as indexed). If Land Tax is adjustable, a purchaser will remain liable for any adjusted increase in a new assessment after 31 December of the current year.

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

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

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(i) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground 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.

(ii) BUSHFIRE

This land is not in a designated bushfire prone area within the meaning of the regulations made under the *Building Act 1993*.

(iii) ROAD ACCESS

There is access to the Property by Road.

(iv) PLANNING

Planning Scheme	Casey Planning Scheme
Responsible Authority	Casey
Zoning	General Residential Zone GRZ GRZ1
Planning Overlay/s	None

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 and aquatic plants. There are a range of regulations that may apply including to obtain planning permits under Clause 52.17 of the

local planning scheme.

(v) **ABORIGINAL CULTURAL HERITAGE**

This property is not within or affected by one or more areas of aboriginal cultural heritage sensitivity.

32D NOTICES

(a) NOTICE, ORDER, DECLARATION, REPORT OR RECOMMENDATION

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

None

(b) AGRICULTURAL CHEMICALS

Any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

Not Applicable

(c) COMPULSORY ACQUISITION

Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are:

Not Applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is not affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is **not** : –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	NBN and/or mobile services are available in the area.

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the Purchaser may need to have the service reconnected.

32I TITLE

Attached are the following document/s concerning title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under Section 32 of the *Sale of Land Act 1962 (Vic)* but may be included in this Vendor's 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 nett lettable area of at least 1,000m² (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.

Attached to this Section 32 Statement is the **Due Diligence** Checklist

DATE OF THIS STATEMENT

	/		/20	25
--	---	--	-----	----

Name of the Vendor

ANTHONY JAMES FINCH
CATHERINE MARIE FINCH

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x



MRS CATHERINE FINCH
18 FOREST RIDGE CIRCUIT
PEREGIAN SPRINGS QLD 4573

Our reference: 7162745789929

Phone: **13 28 66**

9 September 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello CATHERINE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411131594574
Vendor name	CATHERINE FINCH
Clearance Certificate Period	9 September 2025 to 9 September 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR ANTHONY FINCH
18 FOREST RIDGE CIRCUIT
PEREGIAN SPRINGS QLD 4573

Our reference: 7162745768071

Phone: **13 28 66**

9 September 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ANTHONY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411131593691
Vendor name	ANTHONY FINCH
Clearance Certificate Period	9 September 2025 to 9 September 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

GST residential withholding – Vendor Notification
Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwith)

This notice contains information to help a purchaser / buyer comply with GST withholding obligations.

Vendor(s) details

Name of Vendor(s): ANTHONY JAMES FINCH and CATHERINE MARIE FINCH

Section 1	Vendor(s) GST Withholding Notification	please tick
------------------	---	--------------------

Does the Vendor(s) make a taxable supply in relation to the sale
14 Robusta Avenue CRANBOURNE VIC 3977 (property) ?

☒ NO

☐ YES

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

The Purchaser is required to withhold an amount of \$__NOT REQUIRED__

Signature of Vendor(S)

ANTHONY JAMES FINCH and CATHERINE MARIE FINCH

Dated the 8 day of SEPTEMBER 2025

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

Page 1 of 1

VOLUME 10828 FOLIO 138

Security no : 124127998830Q
Produced 11/09/2025 01:23 PM

LAND DESCRIPTION

Lot 251 on Plan of Subdivision 518582M.
PARENT TITLE Volume 10773 Folio 515
Created by instrument PS518582M 15/09/2004

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 10 equal undivided shares
Sole Proprietor
ANTHONY JAMES FINCH of 18 FOREST RIDGE CIRCUIT PEREGIAN BEACH SOUTH QLD 4573
As to 9 of a total of 10 equal undivided shares
Sole Proprietor
CATHERINE MARIE FINCH of 18 FOREST RIDGE CIRCUIT PEREGIAN BEACH SOUTH QLD
4573
AE315420Q 27/04/2006

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH818892Q 03/03/2011
ING BANK (AUSTRALIA) LTD

COVENANT PS518582M 15/09/2004

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 PS518582M 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: 14 ROBUSTA AVENUE CRANBOURNE VIC 3977

DOCUMENT END

Imaged Document Cover Sheet

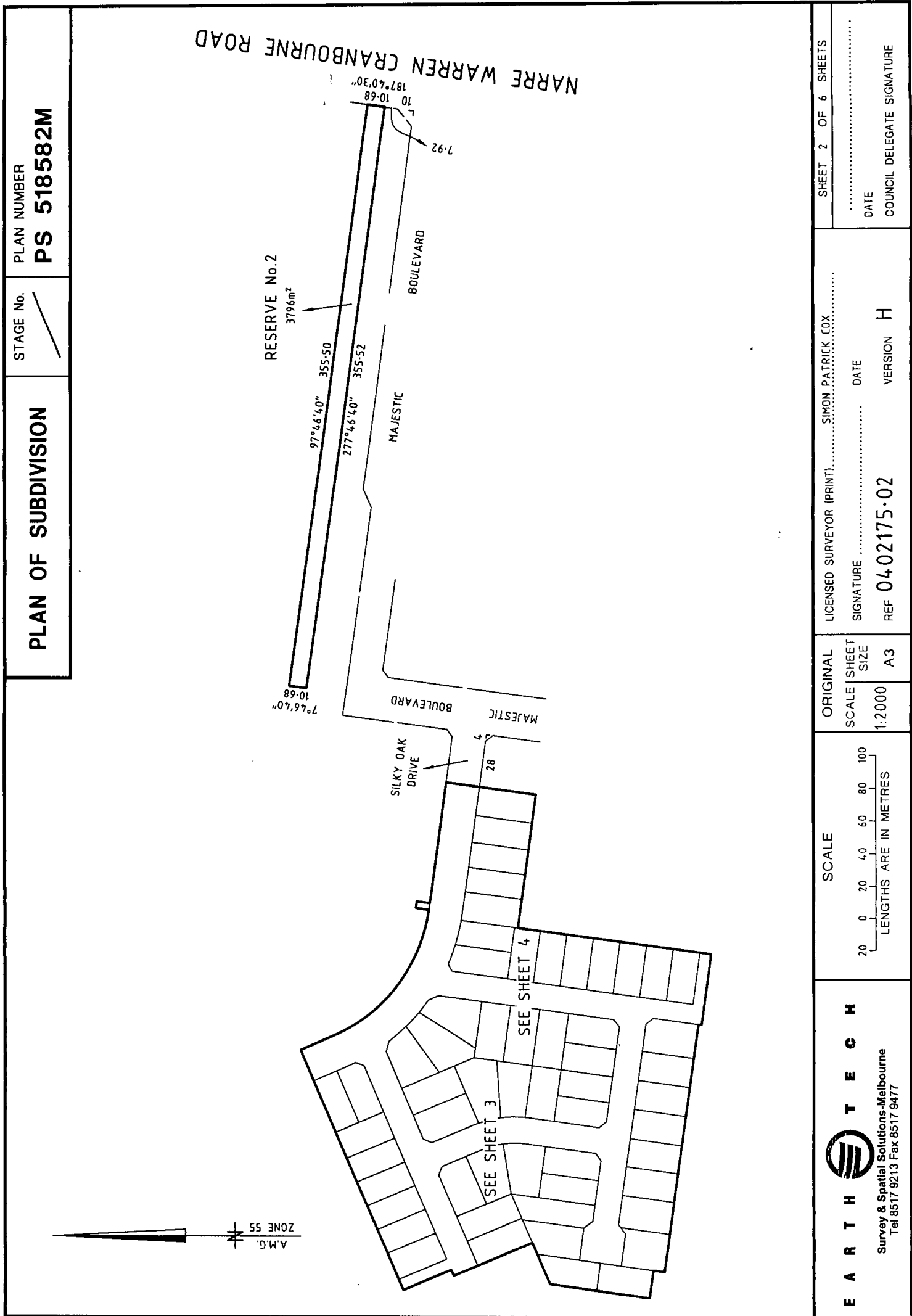
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS518582M
Number of Pages (excluding this cover sheet)	6
Document Assembled	11/09/2025 13:23

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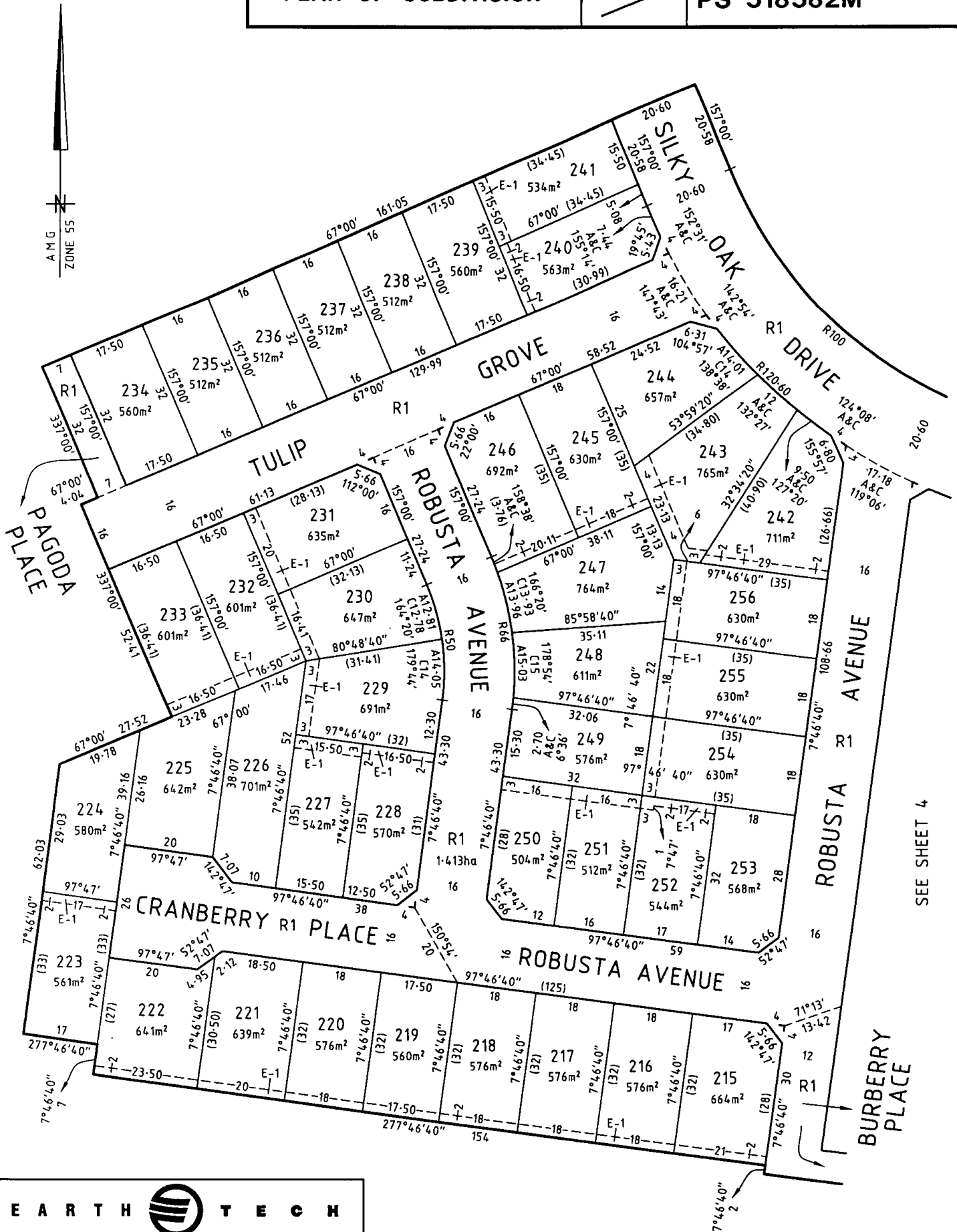
PLAN OF SUBDIVISION		STAGE No. /	PLAN NUMBER PS 518582M
ORIGINAL SCALE 1:2000		LICENSED SURVEYOR (PRINT) SIMON PATRICK COX SIGNATURE DATE REF 0402175-02	SHEET 2 OF 6 SHEETS
SCALE 20 0 20 40 60 80 100 LENGTHS ARE IN METRES		VERSION H	DATE COUNCIL DELEGATE SIGNATURE
EARTH TECH Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477		02175-02-DWG THG	

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 518582M



SEE SHEET 4

EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET

SIZE

1:800 A3

LICENSED SURVEYOR (PRINT)..... SIMON PATRICK COX

SIGNATURE DATE

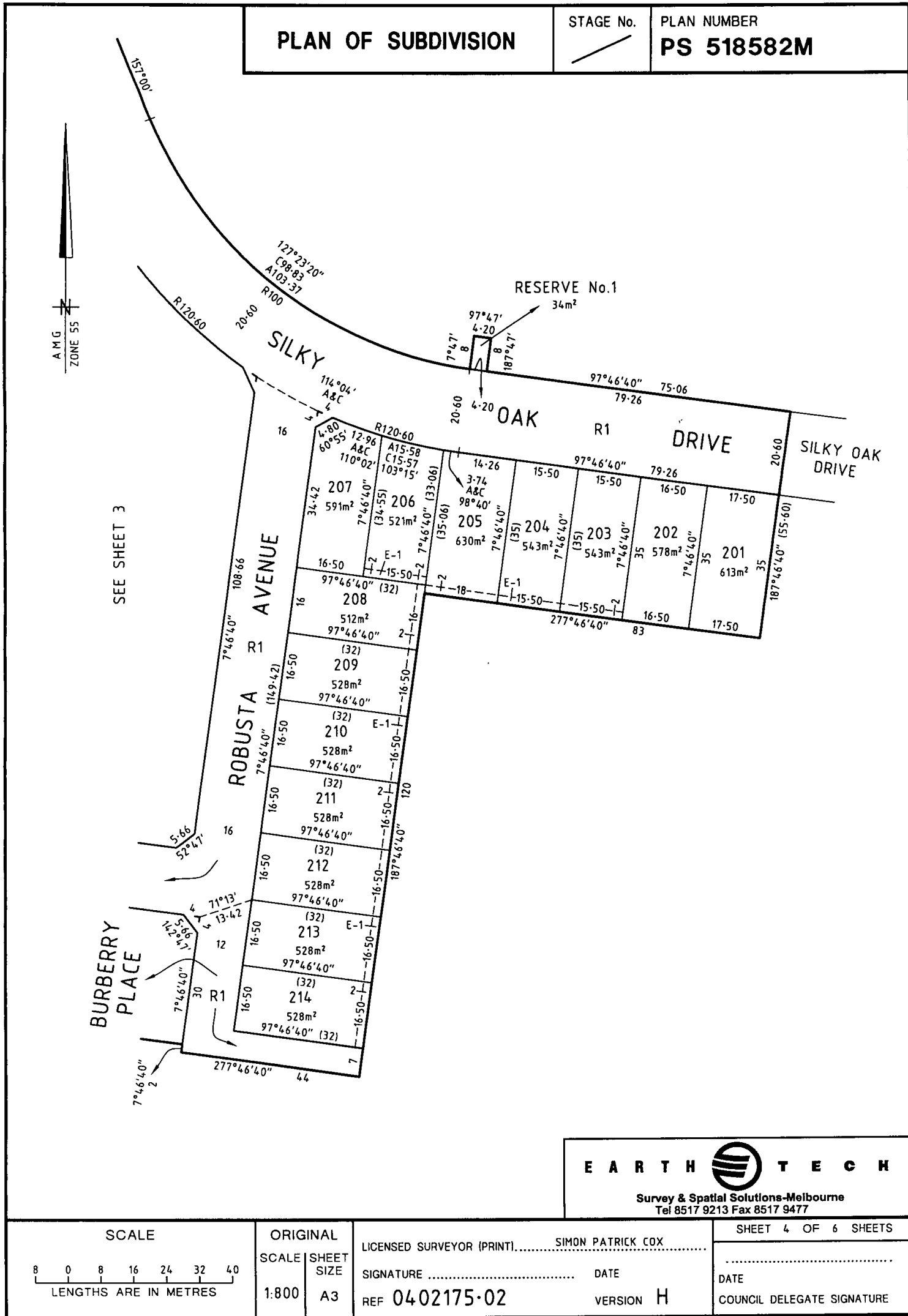
REF 0402175-02

VERSION H

SHEET 3 OF 6 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE



EARTH TECH



Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

8 0 8 16 24 32 40
LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
1:800 A3

LICENSED SURVEYOR (PRINT)..... SIMON PATRICK COX

SIGNATURE DATE

REF 0402175-02

VERSION H

SHEET 4 OF 6 SHEETS

DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 518582M**CREATION OF RESTRICTION A**

Upon registration of this plan the following restriction is created:

Table of land burdened and land benefited:

BURDENED LOT No	BENEFITING LOTS
201	202
202	201, 203
203	202, 204
204	203, 205
205	204, 206
206	205, 207, 208
207	206, 208
208	206, 207, 209
209	208, 210
210	209, 211
211	210, 212
212	211, 213
213	212, 214
214	213
215	216
216	215, 217
217	216, 218
218	217, 219
219	218, 220
220	219, 221
221	220, 222
222	221, 223
223	222, 224
224	223, 225

BURDENED LOT No.	BENEFITING LOTS
225	224, 226, 233
226	225, 227, 229, 232
227	226, 228, 229
228	227, 229
229	226, 227, 228, 230
230	229, 231, 232
231	230, 232
232	226, 230, 231, 233
233	225, 232
234	235
235	234, 236
236	235, 237
237	236, 238
238	237, 239
239	238, 240, 241
240	239, 241
241	239, 240
242	243, 256
243	242, 244, 245, 247
244	243, 245
245	243, 244, 246, 247
246	245, 247
247	243, 245, 246, 248, 256
248	247, 249, 255

BURDENED LOT No	BENEFITING LOTS
249	248, 250, 251, 254
250	249, 251
251	249, 250, 252
252	251, 253, 254
253	252, 254
254	249, 252, 253, 255
255	248, 254, 256
256	242, 247, 255

DESCRIPTION OF RESTRICTION

1. The restrictions contained in memorandum of common provisions registered in Application No: **RA 0837** are incorporated into and by this plan.

The land is burdened and benefited in accordance with the table of burdened and benefited land.

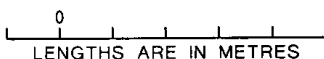
The registered proprietor for the time being of the burdened land shall comply with the restrictions.

2 The restrictions shall cease to affect 5 years after registration of the plan.

EARTH TECH

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

SCALE

ORIGINAL
SCALE SHEET
SIZE

A3

LICENSED SURVEYOR (PRINT)..... **SIMON PATRICK COX**

SIGNATURE DATE

REF **0402175-02**VERSION **H**

SHEET 5 OF 6 SHEETS

DATE
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. _____	PLAN NUMBER PS 518582M
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CREATION OF RESTRICTION B

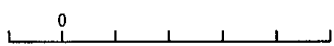
Land to Benefit: Lots 201 to 256 (all inclusive) on this plan.

Land to be Burdened: Lots 201 to 256 (all inclusive) on this plan.

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restriction applies shall not:-

- a) At any time erect, construct, build or cause or permit to be erected, constructed or built on the lot:
 - i. Any building other than one private dwelling with usual outbuildings such dwelling having a minimum floor area (excluding any carport or garage or verandah) of 150m²;
 - ii. Any dwelling (including garages and carports) of which less than seventy-five percent (75 %) of the external walls (excluding windows) is constructed of brick, brick veneer, stone, masonry, or masonry veneer;
 - iii. Any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective metal;
 - iv. Any dwelling with a roof of other than masonry or terracotta tiles or coloured non-reflective metal roofing material;
 - v. Any dwelling having external plumbing (drainage downpipes excepted) which may be visible from an abutting or adjacent street;
- b) Erect or cause or permit to be erected or remain erected any fence:-
 - i. On either side boundary or rear boundary of the Lot any fence of a height more than 2 metres;
 - ii. On either side boundary or rear boundary of the Lot any fence of timber palings which does not have a timber cap;
 - iii. On any part of the front boundary the height of which exceeds 1.5m and in the event of the height exceeding 1.2m that is less than 50% transparent;
 - iv. On either side boundary of the lot between the front boundary and the minimum building line set back referred to in (e) below unless a front fence is constructed.
 - v. Notwithstanding (ii) and (iv) above, in the case of a lot with its front boundary and one side boundary abutting a street and where the front fence is erected in compliance with (iii) above, any fence along the side boundary abutting the street except a fence:-
 - (aa) that is a fence of timber palings which does have timber capping and exposed posts; and
 - (bb) that is of the same design and construction as the front fence along that part of the side boundary from the front boundary to at least the minimum set back referred to in (e) below and of the same design and construction prescribed in (ii) above and along the remainder of that side boundary.
- c) At any time park or store or cause to be parked or stored on or within such lot any vehicle having a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way to be visible from any street adjacent to or abutting such lot
- d) At any time keep place or maintain or cause to permit to be kept placed or maintained any outside clothes drying or airing facilities so as to be visible from any street adjacent to or abutting such lot.
- e) At any time erect, construct, build or cause or permit to be erected constructed or built on such lot any building which is not set back a minimum of 5 metres from the front lot boundary or greater if required by the Responsible authority;
- f) Except with the consent in writing of Jeraspell Pty Ltd erect or permit to be erected upon the lot or any part thereof or any building erected thereon any advertisement boarding, sign or similar structure or allow the lot hereby sold or any building erected thereon to be used for the display of any advertisement sign or notice PROVIDED THAT when a dwelling has been completely constructed on the lot the Registered Proprietor shall be entitled to erect a sign advertising the lot for sale.

E A R T H  T E C H Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477

SCALE  LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT)..... SIMON PATRICK COX SIGNATURE REF 0402175-02	DATE VERSION H	SHEET 6 OF 6 SHEETS DATE COUNCIL DELEGATE SIGNATURE

RATE & VALUATION NOTICE

1 JULY 2025 - 30 JUNE 2026

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



002-4573 (115186)

A J Finch & C M Finch

PROPERTY: 14 Robusta Avenue CRANBOURNE VIC 3977
Lot 251 PS 518582M

PRESCRIBED DATE OF VALUATION: (Valuation as at) 1 JAN 2025		OPERATIVE DATE: (Effective from) 1 JULY 2025
CAPITAL IMPROVED VALUE: (Total Property Value) \$640,000	SITE VALUE: (Land Value) \$425,000	NET ANNUAL VALUE: \$32,000
RATES & CHARGES: CALCULATION: AMOUNT:		
City of Casey Council Charges		
Garbage With Garden Waste 120L	@ \$468.00	\$468.00
General Rate	@ \$0.0021931497 x CIV	\$1,403.62
State Government Charges - Emergency Services & Volunteers Fund (ESVF)		
ESVF Residential Fixed	136.00	\$136.00
ESVF Residential Variable	(.000173 x CIV)	\$110.72
TOTAL BALANCE OUTSTANDING		\$2,118.34

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:
110 - Detached Dwelling

Current rates and Emergency Services and Volunteers Fund charges must be paid by 16 February 2026 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and possible further debt recovery action to recover the debt which may include additional costs.

For more information on concessions and eligibility, please visit our website casey.vic.gov.au/concessions-your-rates or contact Customer Service.

To update your contact details, please notify us at casey.vic.gov.au/update-your-contact-details

ISSUE DATE: 05/08/2025
PROPERTY ID: 91927
ACCOUNT REF NO.: 00919278

All arrears outstanding, not subject to a formal payment plan, 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 2025 \$529.54
Instalment 2: 1 December 2025 \$529.60
Instalment 3: 2 March 2026 \$529.60
Instalment 4: 1 June 2026 \$529.60

OPTION 2:
PAY IN FULL \$2,118.34

Due by 16 February 2026

OPTION 3:
FLEXIBLE PAYMENT
For more information visit casey.vic.gov.au/pay-rates or scan the QR code below



Existing Direct Debit arrangements will continue from 29 September 2025.

A payment schedule will be sent separately. Turn over for further information.

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

Biller Code: 8995 Ref: 00919278 BPAY® this payment via Internet or phone banking. BPAY View® – View and pay this bill using internet banking. BPAY View Registration No.: 00919278	INSTALMENT AMOUNT: DUE BY 30/09/2025	\$529.54
	TOTAL AMOUNT: DUE BY 16/02/2026	\$2,118.34

DATE: / /



RATEPAYER: A J Finch & C M Finch
PROPERTY: 14 Robusta Avenue CRANBOURNE VIC 3977
PROPERTY ID: 91927



*71 179 919278 61

Spin Conveyancing
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 251 14 ROBUSTA AVENUE
CRANBOURNE 3977
251 PS 518582

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53R//00013/00017	LANDATA CER 78072402-028-6	11 SEPTEMBER 2025	50276465

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2025 to 30/09/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	\$31.25

(b) By South East Water

Water Service Charge	01/07/2025 to 30/09/2025	\$21.97
Sewerage Service Charge	01/07/2025 to 30/09/2025	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
Payments		\$176.08
TOTAL UNPAID BALANCE		\$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

- If this property has recently been subdivided from a “parent” title, there may be service or other charges owing on the “parent” which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

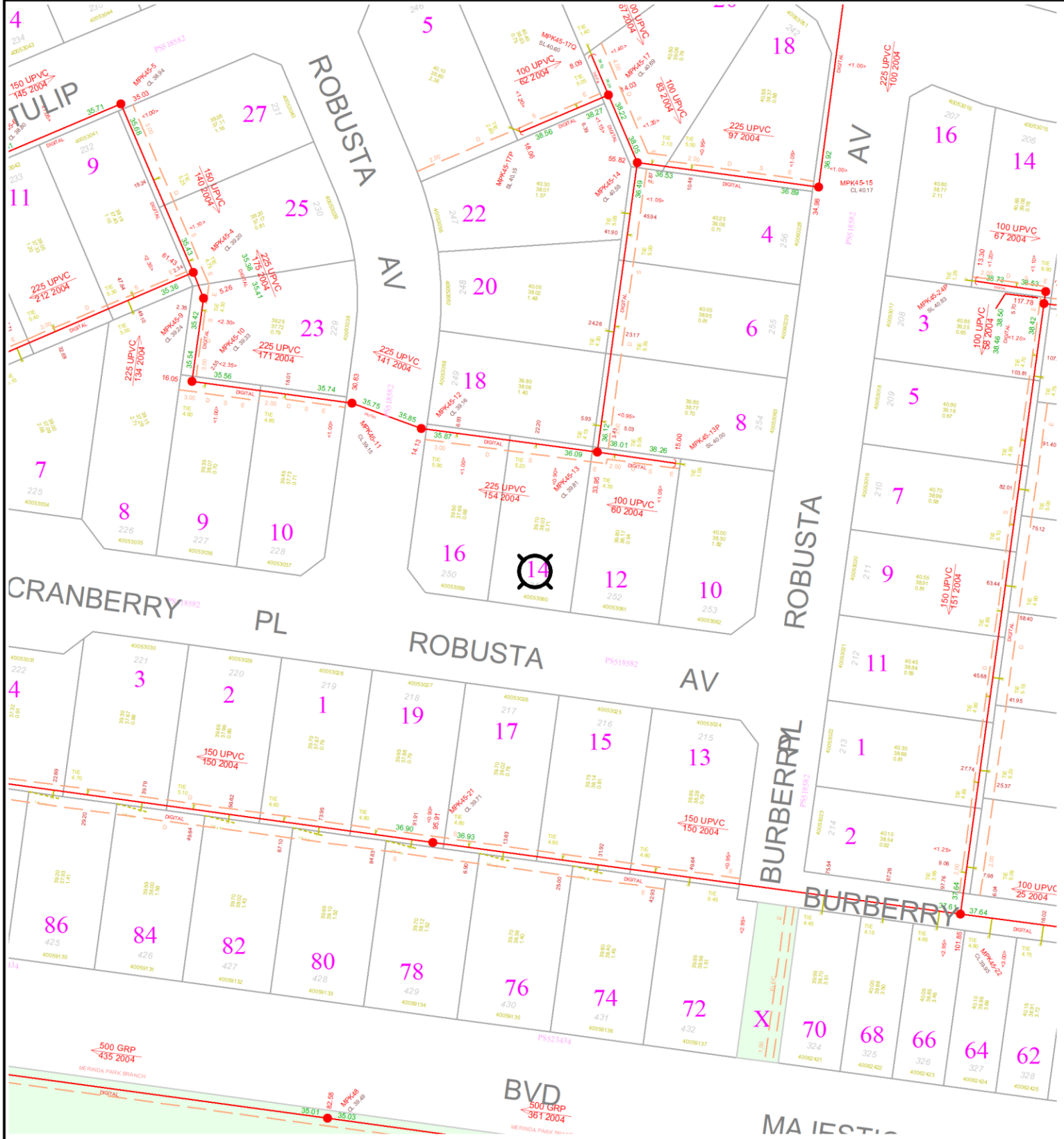
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

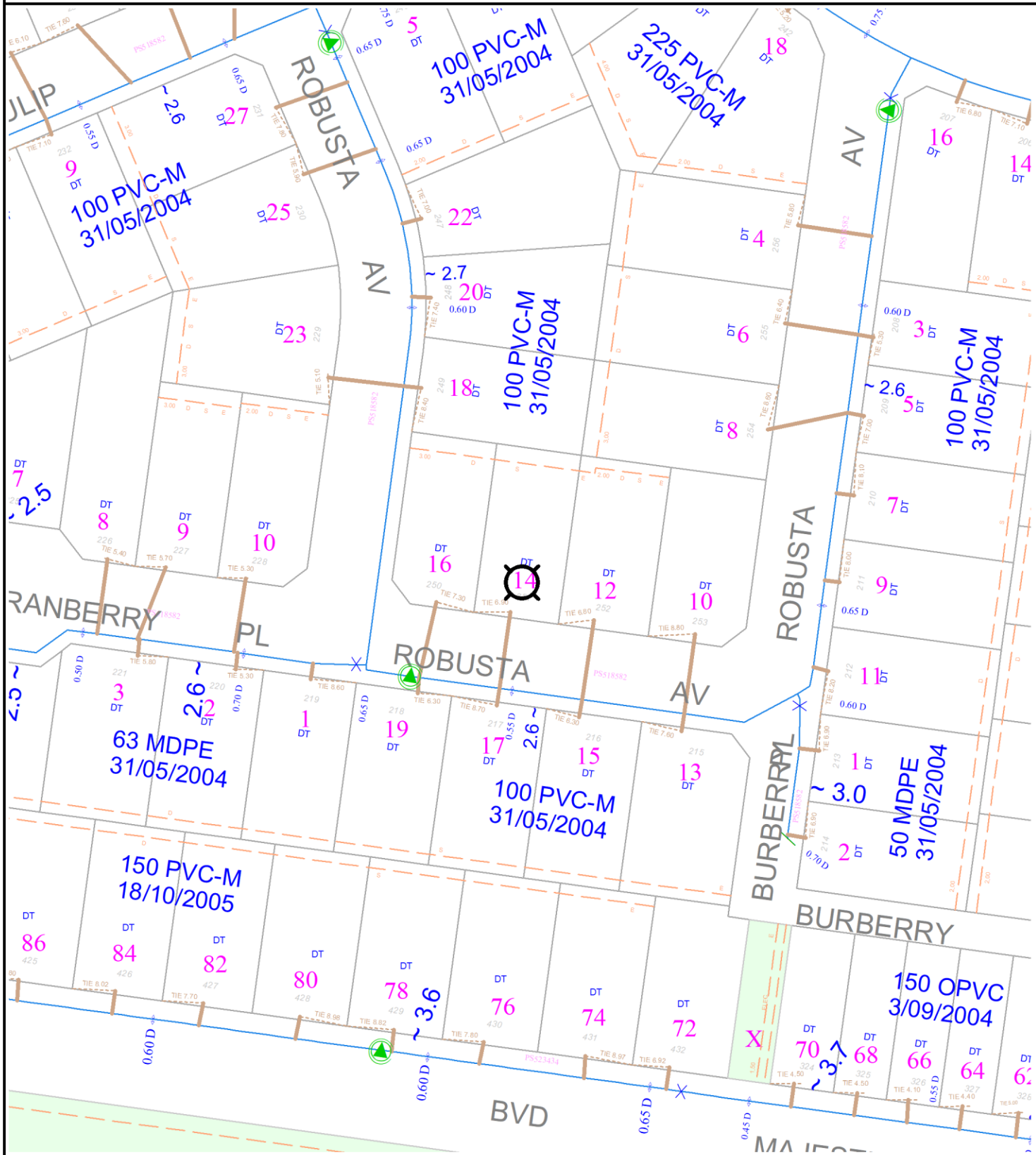
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

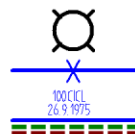
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement

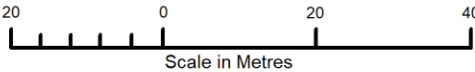


- Subject Property
- Water Main Valve
- Water Main & Services

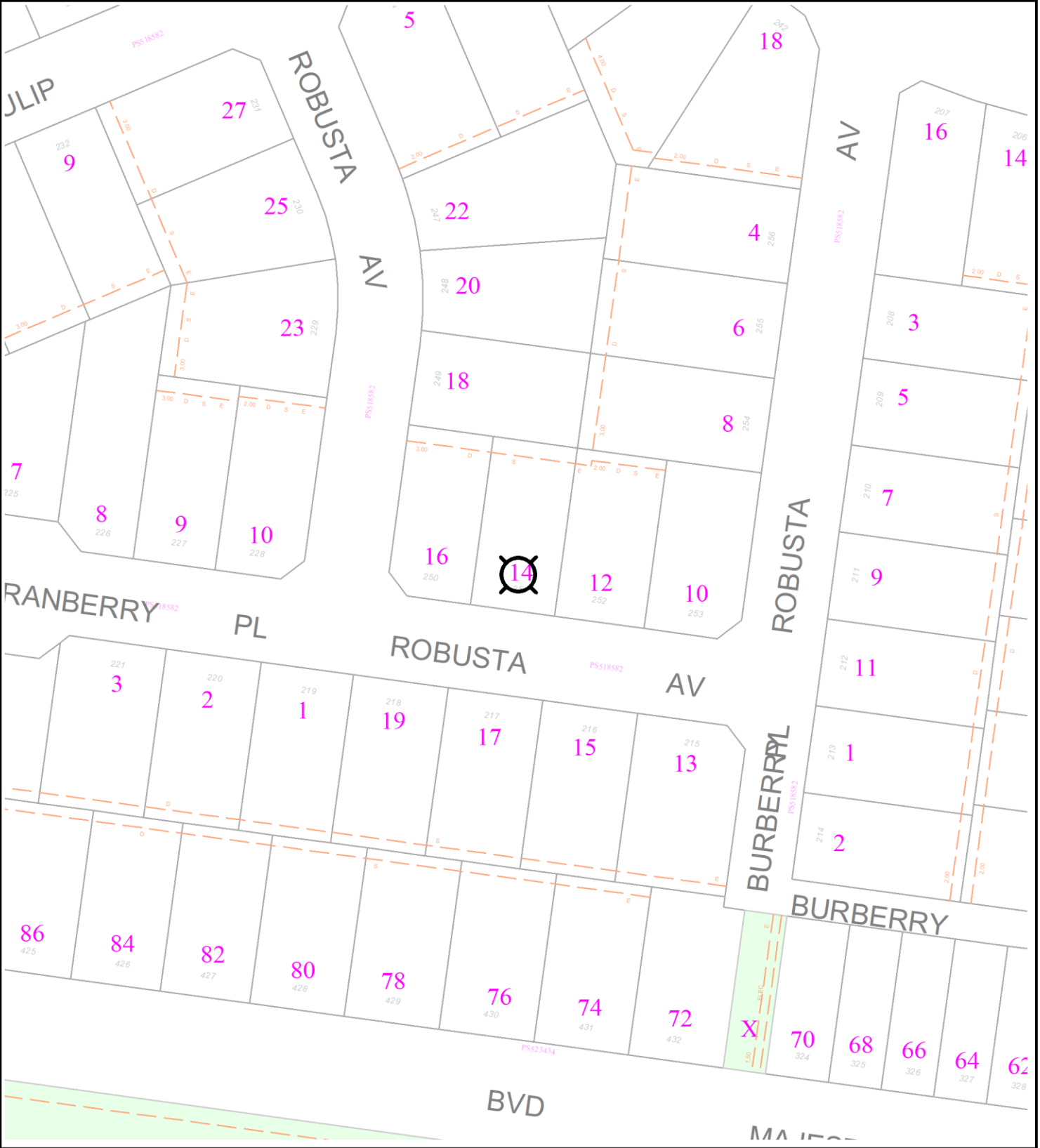
- Hydrant
- Fireplug/Washout
- Offset from Boundary



Case Number: 50276465



Date: 11SEPTEMBER2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary

HARCOURTS ASAP

Casey Towers, West Tower, Level 1,
Suite 3/ 77 Victor Crescent,
Narre Warren, VIC 3805

P: 03 8743 2506

E: rentalsasap@harcourts.com.au

ABN: 79150923354



Residential Rental Agreement

for

14 Robusta Avenue, Cranbourne VIC 3977

This agreement is between **Anthony & Catherine Finch**
and **Meaghan Williams, Jacob Alexeev**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Thu 22/08/2024

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

14 Robusta Avenue, Cranbourne VICPostcode 3977

3. Rental provider details

Full name or company name of rental provider	Anthony & Catherine Finch
Address (if no agent is acting for the rental provider)	Postcode
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	HARCOURTS ASAP
Address	Casey Towers, West Tower, Level 1, Suite 3/ 77 Victor Crescent, Narre Warren, VICPostcode 3805
Phone number	03 8743 2506
ACN (if applicable)	
Email address	pm7asap@harcourts.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**

Meaghan Williams

Current Address:

Postcode

Phone number:

04xxxxxxxx

Email:

xxxxx@xxxxx.com.au

Full name of **renter 2**

Jacob Alexeev

Current Address:

Postcode

Phone number:

04xxxxxxxx

Email:

xxxxx@xxxxx.com

Full name of **renter 3**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 4**

Current Address:

Postcode

Phone number:

Email:

5. Length of the agreement



Fixed term agreement

Start date

Fri 08/11/2024

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

End date

Fri 07/11/2025



Periodic agreement
(monthly)

Start date

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

6. Rent

Rent amount(\$) (payable in advance)	1999.00
To be paid per	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	8th day of each month
Date first rent payment due	Fri 08/11/2024

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	1868
Bond lodgement date	Thu 08/09/2022
Bond Lodgement No.	15397406

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

☐ direct debit	☐ bank deposit	☐ cash	☐ cheque	☐ money order	☒ BPay
☐ other electronic form of payment, including Centrepay					

Payment details (if applicable)

Deft # 47814074
BPAY REF: Biller Code: 4481

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 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)

☒ Yes

Moana Faitala: pm7asap@harcourts.com.au

☐ 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

Meaghan Williams: xxxxx@xxxxx.com.au

☐ No

Renter 2 ☒ Yes

Jacob Alexeev: xxxxx@xxxxx.com

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

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

Moana Faitala

Emergency phone number

03 8743 2506

Emergency email address

pm7asap@harcourts.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☒ No

☐ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☒ The condition report has been provided

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

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last 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 that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last 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 occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

17 Swimming pool barrier safety activities

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

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

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

18 Relocatable pool safety activities

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

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

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - 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
 - personal safety intervention order.

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in 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.

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then 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 by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act HARCOURTS ASAP will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by HARCOURTS ASAP subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or HARCOURTS ASAP may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or HARCOURTS ASAP may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

34. Availability of Premises

HARCOURTS ASAP will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or HARCOURTS ASAP should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to HARCOURTS ASAP.

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or HARCOURTS ASAP in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to HARCOURTS ASAP within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by HARCOURTS ASAP will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or HARCOURTS ASAP in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. HARCOURTS ASAP does not guarantee that it holds a spare set of keys to the Premises at its offices.

43. Extra Keys

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to HARCOURTS ASAP at the end of the tenancy without reimbursement.

44. Floor Protection

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

45. Changing Locks

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or HARCOURTS ASAP a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

46. Comply with Insurance

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

47. No Invalidating Insurance

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

48. Protection Against Damage

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or HARCOURTS ASAP or their respective contractors.

49. Shared Services

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

50. No Servicing Vehicles

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

51. Report Damage or Injury

The Renter shall notify HARCOURTS ASAP immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

The Renter must as soon as practicable notify the Rental Provider or HARCOURTS ASAP of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or HARCOURTS ASAP or their respective contractors.

53. Alterations

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

54. Rubbish

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

55. Pests

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. Hanging Clothes

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by HARCOURTS ASAP from time to time.

60. Rental Increase

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

61. Maintain Garden

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

62. Watering System

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, HARCOURTS ASAP or their contractors.

63. Rental Provider Repairs

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify HARCOURTS ASAP in writing.

64. Urgent Repairs

The Renter acknowledges that HARCOURTS ASAP is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact HARCOURTS ASAP during business hours or after hours information service on 03 8743 2506 or HARCOURTS ASAP approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made

available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

66. Pets

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or HARCOURTS ASAP. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or HARCOURTS ASAP may impose reasonable conditions. It is not unreasonable for the Rental Provider or HARCOURTS ASAP to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or HARCOURTS ASAP to keep a pet at the Premises the Renter must complete and provide a pet request form.

67. Pools and Water Features

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or HARCOURTS ASAP has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

69. Assignment and Sub-Letting

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or HARCOURTS ASAP in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or HARCOURTS ASAP for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of HARCOURTS ASAP as agent to manage the Premises.

70. Rental Provider Notice

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

71. Renter Notice

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

72. Periodic Tenancy

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 tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or HARCOURTS ASAP the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by HARCOURTS ASAP;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to HARCOURTS ASAP during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

75. No Set-Off

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

76. Remove Personal Property

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

77. Window Cleaning

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide HARCOURTS ASAP with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and

Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of HARCOURTS ASAP. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

The Rental Provider and the Renter must give immediate written notice to the Other Party and HARCOURTS ASAP if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. Withdraw Consent

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or HARCOURTS ASAP but such notice shall only become effective on receipt by the Rental Provider or HARCOURTS ASAP.

83. Furnishings

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

84. Care for Furnishings

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

85. Repair/Replacement of Furnishings

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

86. Cost of Repairs/Replacements

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

87. Owners Corporation

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

Gas 24/11/2021 Electrical 17/11/2021 Smoke Detectors 24/11/2021

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

1. Meaghan Williams viewed and acknowledged at Wed, 21/08/2024 17:04

2. Jacob Alexeev viewed and acknowledged at Wed, 21/08/2024 17:06

Privacy Collection Notice

As professional property managers **HARCOURTS ASAP** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 8743 2506

Primary Purpose

As professional property managers, **HARCOURTS ASAP** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **HARCOURTS ASAP** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

HARCOURTS ASAP also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **HARCOURTS ASAP** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **HARCOURTS ASAP** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **HARCOURTS ASAP** privacy policy can be viewed without charge on the **HARCOURTS ASAP** website; or contact your local **HARCOURTS ASAP** office and we will send or email you a free copy.

Disclaimer

HARCOURTS ASAP its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **HARCOURTS ASAP** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage

suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider 1: **Anthony Finch**



Signed at Thu, 22/08/2024 15:44

Rental Provider 2: **Catherine Finch**



Signed at Thu, 22/08/2024 15:49

Renter(s)

Renter 1: **Meaghan Williams**



Signed at Wed, 21/08/2024 17:05

Renter 2: **Jacob Alexeev**



Signed at Wed, 21/08/2024 17:06

AUDIT TRAIL

Meaghan Williams (Renter)

Wed, 21/08/2024 17:03 - Meaghan Williams clicked 'start' button to view the Residential Rental Agreement

Wed, 21/08/2024 17:05 - Meaghan Williams stamped saved signature the Residential Rental Agreement

Wed, 21/08/2024 17:05 - Meaghan Williams submitted the Residential Rental Agreement

Jacob Alexeev (Renter)

Wed, 21/08/2024 17:06 - Jacob Alexeev clicked 'start' button to view the Residential Rental Agreement

Wed, 21/08/2024 17:06 - Jacob Alexeev stamped saved signature the Residential Rental Agreement

Wed, 21/08/2024 17:07 - Jacob Alexeev submitted the Residential Rental Agreement

Anthony Finch (Rental Provider)

Thu, 22/08/2024 15:09 - Anthony Finch clicked 'start' button to view the Residential Rental Agreement

Thu, 22/08/2024 15:33 - Anthony Finch clicked 'start' button to view the Residential Rental Agreement

Thu, 22/08/2024 15:42 - Anthony Finch clicked 'start' button to view the Residential Rental Agreement

Thu, 22/08/2024 15:44 - Anthony Finch stamped saved signature the Residential Rental Agreement

Thu, 22/08/2024 15:44 - Anthony Finch submitted the Residential Rental Agreement

Catherine Finch (Rental Provider) - Delegated to Anthony Finch

Thu, 22/08/2024 15:46 - 'Proceed' button is clicked on landing page to pass control to Catherine Finch

Thu, 22/08/2024 15:46 - Catherine Finch clicked 'start' button to view the Residential Rental Agreement

Thu, 22/08/2024 15:49 - Catherine Finch stamped saved signature the Residential Rental Agreement

Thu, 22/08/2024 15:49 - Catherine Finch submitted the Residential Rental Agreement

AGREEMENT END

2025 Land Tax Assessment Notice

For land held in joint ownership

STATE
REVENUE
OFFICE
VICTORIA

ABN 76 775 195 331



7059532069005002999

R04

MR ANTHONY JAMES FINCH

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR ANTHONY JAMES FINCH
MS CATHERINE MARIE FINCH

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick
Commissioner of State Revenue

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US

067609696

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR

87012145

ISSUE DATE

21 MAR 2025

TOTAL PAYABLE

\$1,740.00

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1

IN FULL

PAY BY

13 JUN 2025

See payment methods listed at the
bottom of your assessment.

2

INSTALMENTS

SET UP BY

13 JUN 2025

Instalments can only be set up in our
online system **AutoPay** — allowing you
to schedule interest-free direct debit
payments for up to 38-weeks from the
issue date via a debit card, credit card
or bank account.

Choose from the following options:

4 EQUAL
INSTALMENTS



MONTHLY
INSTALMENTS



FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249
REF: 87012145

Telephone and internet banking
Contact your bank or financial
institution to make this payment
from your cheque, savings, debit
or transaction account.
bpay.com.au

CARD



Customer No: 067609696
REF: 87012145

Visa or Mastercard only
Pay via our website or phone 13 21 61.
A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST



Post
Billpay

\$1,740.00

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0087012145 3

Summary of assessment

Assessment number: 87012145

Period of assessment: 1 January 2025 to 31 December 2025

Land tax applies to land you owned on 31 December 2024.

2025 calculation

Total taxable value	\$430,000.00
Total calculation of land tax	\$1,740.00
2025 tax payable	\$1,740.00

For land tax rates, visit sro.vic.gov.au/landtaxrate

CURRENT LAND TAX RATES

YOUR total taxable value (refer Statement of lands)	YOUR land tax payable calculation rate (refer blue row highlighted below)
< \$50,000	Nil
\$50,000 to < \$100,000	\$500
\$100,000 to < \$300,000	\$975
\$300,000 to < \$600,000	\$1,350 plus 0.3% of amount > \$300,000
\$600,000 to < \$1,000,000	\$2,250 plus 0.6% of amount > \$600,000
\$1,000,000 to < \$1,800,000	\$4,650 plus 0.9% of amount > \$1,000,000
\$1,800,000 to < \$3,000,000	\$11,850 plus 1.65% of amount > \$1,800,000
\$3,000,000 and over	\$31,650 plus 2.65% of amount > \$3,000,000

LAND TAX ACT 2005 AND TAXATION ADMINISTRATION ACT 1997

[SRO.VIC.GOV.AU](https://sro.vic.gov.au) | PHONE 13 21 61 DURING BUSINESS HOURS (AEST)

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

sro.vic.gov.au/valueobjection

OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners visit sro.vic.gov.au/jointowners

CERTIFICATE OF ELECTRICAL SAFETY

for Prescribed Electrical Installation Work

ELECTRICITY SAFETY ACT 1998, ELECTRICITY SAFETY (INSTALLATIONS) REGULATIONS 1999

Print clearly

CERTIFICATE OF COMPLIANCE

1 Details of Responsible Person (eg. electrical contractor, supervising electrician, electrician)

REC reg. no. 7142 Userid 702337
or if none, licence no.
Name JAGUAR ELECTRICAL

Address 2-4 LEEHAK CREG
Suburb or town BERWICK Postcode 3806

Office use only
Signature [Signature]
Telephone no. 0418100272 Facsimile no. [Signature]

2 Details of Licensed Electrical Installation Worker (eg. electrician)

Licence no. E17107 Userid 106633
Name Chris Hargreaves

3 Details of Installation

Name of customer PROFINE CONSTRUCTIONS
Address of Installation LOT 251 ROBUSTA CCT
(include lot no. if required)
Suburb or town CRANBURN Postcode 3977
Telephone no. [Blank] Office Use only [Blank]

4 Details of Electrical Work Undertaken

No. light points [Blank] No. single GPCs 1 No. double GPCs [Blank] Other L/G MAINS
Maximum demand in amps per phase on completion 10 Consumers mains capacity in amps 63

Description of work Undertaken (if insufficient space, please attach list)

MAIN SWBD
Temp power Set up
Earthing Medium

5 Has this prescribed electrical installation work failed a previous inspection? Yes ☐ No ☒

If yes, quote previous certificate number [Blank]

6 Type of prescribed electrical installation work 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐

7 Does this installation work include non-prescribed electrical installation work? Yes ☒ No ☐

8 Is the installation single phase two wire? Yes ☒ No ☐
Is a residual current device installed at this site? Yes ☒ No ☐

I, the licensed electrical installation worker named above, who carried out the electrical installation work, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (Installations) Regulations 1999

[Signature]
Date Certified 31/05/05

Customer copy

Certificate no.

4363 723 2



CERTIFICATE OF INSPECTION

1 Details of Licensed Electrical Inspector

Name D. Miskin
Userid (Licence no.) 980358

2 Details of Inspection

Does the prescribed electrical installation work comply? Yes ☒ No ☐

Electricity supplier code (refer back of certificate for codes) 2

3 Details of OCEI Audit

(applicable only where an audit on non-prescribed work is being conducted)

Is audit work carried out? Yes ☐ No ☒

If yes, quote audit authorisation number [Blank]

Is the audit work carried out by an inspection company? Yes ☐ No ☒

Please specify inspection company code [Blank]

Does the non-prescribed electrical installation work comply? Yes ☐ No ☒

4 Details of Defects

Please specify defect code(s) [Blank]

Have the defects been rectified? Yes ☐ No ☒

I, the licensed electrical inspector named above, have inspected the prescribed electrical installation work as described in the certificate of compliance and certify that the work Complies (cross out whichever is not applicable) with the Electricity Safety Act 1998 and the Electricity Safety (Installations) Regulations 1999

Signature [Signature]

5 Date inspected 31/05/05

6 Date certified 31/05/05

Live with
electricity
Office of the Chief Electrical Inspector

PLUMBING INDUSTRY COMMISSION

Compliance Certificate

221ZH BUILDING ACT 1993

 Certifier's Name: ANDREW HARTVEY Licence N° 35798 Certificate N° 3265963

INSTALLATION ADDRESS:

Number / Lot / Street: 251 ROBUSTA AVENUETown / Suburb: CRANBOURNEPost Code: 3917Consumer's Name: PROFINE CONSTRUCTIONS

DATE OF COMPLETION OF PLUMBING WORK:

3-10-05

BELOW GROUND SANITARY DRAINS

Please place a ✓ in this box to confirm that you have lodged an "as-laid" property drainage plan with the relevant Water Agency (where a drainage plan is required by that Agency). 221ZO Building Act 1993.

Where a consent to connect/alter underground sanitary drainage is required to be sought from a Water Agency, please enter the Consent N° below.

**WATER AGENCY
'CONSENT TO
CONNECT' NUMBER:**

INSTALLATION DATA

(Circle appropriate number/s and insert any appliance/fixture details below. Rule a line through each work category/number which does not apply to this compliance certificate.)

ROOF PLUMBING (including above ground Stormwater Drainage)	0
SANITARY PLUMBING	1
SEPTIC TANK INSTALLATION	2
DRAINAGE (Below Ground Sewer)	3
DRAINAGE (Below Ground Stormwater)	4
COLD WATER PLUMBING	5
HOT WATER PLUMBING	6
MECHANICAL SERVICES (Includes Duct Fixing & Refrigeration)	7
BACKFLOW PREVENTION (Medium & High Risk Only)	8
RESIDENTIAL & DOMESTIC FIRE SPRINKLER SYSTEMS	90
GREY OR RECYCLED WATER	91
GASFITTING (Natural Gas Type A Installation)	92
GASFITTING (LPG Type A Installation)	93
GASFITTING (Other types of Gases)	94

INSTALLATION DETAILS (Including Scope of Work)

SUPPLY + INSTALLATION OF GAS DUCTED HEATING
GAS PT BY BUILDER.

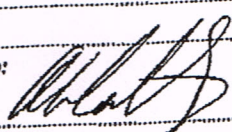
I certify that the above plumbing work complies in all respects with the plumbing laws (inc. passed all required tests) as defined in Part 12A of the Building Act 1993. Delete either a) or b) as appropriate:

- a) The plumbing work was carried out by me or under my supervision.
b) I have inspected and tested the work started by another licensed plumber. Any necessary completion work was carried out by me or under my supervision.

IMPORTANT NOTICE TO CONSUMERS:

All work subject to a Compliance Certificate carries insurance to protect the consumer against defective work of the plumber. You should retain your Certificate for six years as evidence of your cover. For further reference the attached sticker should be fixed to the inside of the property electrical meter box.

THIS COPY MUST BE GIVEN TO THE CONSUMER

Certifier's signature: 

Date: _____

**PLUMBING INDUSTRY COMMISSION
COMPLIANCE CERT. N°**



3265963

PH: 1800 015 129

PLUMBING INDUSTRY COMMISSION Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name: PETER SMIT Licence N° 31550 Certificate N° 3222180

INSTALLATION ADDRESS:

Number / Lot / Street: 251 ROBUSTA AVE

Town / Suburb: CRANBOURNE

Post Code: 3977

Consumer's Name: PROFINE CONSTRUCTIONS

DATE OF COMPLETION OF PLUMBING WORK:

1-10-05

INSTALLATION DATA

(Circle appropriate number/s and insert any appliance/fixture details below. Rule a line through each work category/number which does not apply to this compliance certificate.)

ROOF PLUMBING (including above ground Stormwater Drainage)	<u>0</u>
SANITARY PLUMBING	<u>1</u>
SEPTIC TANK INSTALLATION	<u>2</u>
DRAINAGE (Below Ground Sewer)	<u>3</u>
DRAINAGE (Below Ground Stormwater)	<u>4</u>
COLD WATER PLUMBING	<u>5</u>
HOT WATER PLUMBING	<u>6</u>
MECHANICAL SERVICES (includes Duct Fixing & Refrigeration)	<u>7</u>
BACKFLOW PREVENTION (Medium & High Risk Only)	<u>8</u>
RESIDENTIAL & DOMESTIC FIRE SPRINKLER SYSTEMS	<u>90</u>
GREY OR RECYCLED WATER	<u>91</u>
GASFITTING (Natural Gas Type A Installation)	<u>92</u>
GASFITTING (LPG Type A Installation)	<u>93</u>
GASFITTING (Other types of Gases)	<u>94</u>

BELOW GROUND SANITARY DRAINS



Please place a ✓ in this box to confirm that you have lodged an "as-laid" property drainage plan with the relevant Water Agency (where a drainage plan is required by that Agency). 221ZO Building Act 1993.

Where a consent to connect/alter underground sanitary drainage is required to be sought from a Water Agency, please enter the Consent N° below.

WATER AGENCY 'CONSENT TO CONNECT' NUMBER:

316110

INSTALLATION DETAILS (including Scope of Work)

ALL PLUMBING + GASFITTING AS PER PLAN
EXCEPT FASLIA, SPOUTING + DUCTED HEATING
APPLIANCES TO BE INSTALLED AT SETTLEMENT

I certify that the above plumbing work complies in all respects with the plumbing laws (inc. passed all required tests) as defined in Part 12A of the Building Act 1993.
Delete either a) or b) as appropriate:

- a) The plumbing work was carried out by me or under my supervision.
- b) I have inspected and tested the work started by another licensed plumber. Any necessary completion work was carried out by me or under my supervision.

IMPORTANT NOTICE TO CONSUMERS:

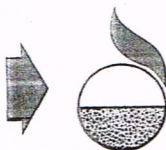
All work subject to a Compliance Certificate carries insurance to protect the consumer against defective work of the plumber. You should retain your Certificate for six years as evidence of your cover. For further reference the attached sticker should be fixed to the inside of the property electrical meter box.

THIS COPY MUST BE GIVEN TO THE CONSUMER

Certifier's signature

Date: 3-10-05

PLUMBING INDUSTRY COMMISSION
COMPLIANCE CERT. N°



3222180

PH: 1800 015 129

PLUMBING INDUSTRY COMMISSION Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name: JB Stoddart Licence N° 45855 Certificate N° 3403805

INSTALLATION ADDRESS:

Number / Lot / Street: 251 Robusta Ave

Town / Suburb: Cranbourne

Post Code: 3977

Consumer's Name: Pro fine

DATE OF COMPLETION OF PLUMBING WORK:

30/6/05

BELOW GROUND SANITARY DRAINS



Please place a ✓ in this box to confirm that you have lodged an "as-laid" property drainage plan with the relevant Water Agency (where a drainage plan is required by that Agency). 221ZO Building Act 1993.

Where a consent to connect/alter underground sanitary drainage is required to be sought from a Water Agency, please enter the Consent N° below.

WATER AGENCY 'CONSENT TO CONNECT' NUMBER:

INSTALLATION DATA

(Circle appropriate number/s and insert any appliance/fixture details below. Rule a line through each work category/number which does not apply to this compliance certificate.)

ROOF PLUMBING (including above ground Stormwater Drainage)	<u>0</u>
SANITARY PLUMBING	<u>1</u>
SEPTIC TANK INSTALLATION	<u>2</u>
DRAINAGE (Below Ground Sewer)	<u>3</u>
DRAINAGE (Below Ground Stormwater)	<u>4</u>
COLD WATER PLUMBING	<u>5</u>
HOT WATER PLUMBING	<u>6</u>
MECHANICAL SERVICES (includes Duct Fixing & Refrigeration)	<u>7</u>
BACKFLOW PREVENTION (Medium & High Risk Only)	<u>8</u>
RESIDENTIAL & DOMESTIC FIRE SPRINKLER SYSTEMS	<u>90</u>
GREY OR RECYCLED WATER	<u>91</u>
GASFITTING (Natural Gas Type A Installation)	<u>92</u>
GASFITTING (LPG Type A Installation)	<u>93</u>
GASFITTING (Other types of Gases)	<u>94</u>

INSTALLATION DETAILS (including Scope of Work)

Supply and install Colorbond Fascia,
gutter and Zincalume Valleys.

I certify that the above plumbing work complies in all respects with the plumbing laws (inc. passed all required tests) as defined in Part 12A of the Building Act 1993.
Delete either a) or b) as appropriate:

- a) The plumbing work was carried out by me or under my supervision.
- b) I have inspected and tested the work started by another licensed plumber. Any necessary completion work was carried out by me or under my supervision.

IMPORTANT NOTICE TO CONSUMERS:

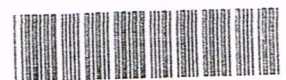
All work subject to a Compliance Certificate carries insurance to protect the consumer against defective work of the plumber. You should retain your Certificate for six years as evidence of your cover. For further reference the attached sticker should be fixed to the inside of the property electrical meter box.



Certifier's signature: [Signature]

Date: 21/6/05

PLUMBING INDUSTRY COMMISSION
COMPLIANCE CERT. N°



3403805

PH: 1800 015 129

THIS COPY MUST BE GIVEN TO THE CONSUMER

Melbourne Home Insulation Pty. Ltd.
Registered Office: 43 Popes Road, Keysborough 3173

To : Profine Homes

Address : Lot 251 Robusta Avenue, Cranbourne

Date : 7/11/2005

Ref : 40766

INSULATION CERTIFICATE

R4.0 TO CEILING

MELBOURNE HOME INSULATION PTY. LTD., Hereby Guarantee that the cellulose Fibre insulation installed at the above address is non-combustible, Vermin proof and non-injurious to health and with normal usage and under normal conditions will not decay, compact excessively or move, for the existence of the structure.



DANDENONG

PEST CONTROL PTY LTD

ABN 54 060 386 307 ACN 060 386 307

124 Old Princes Highway Beaconsfield VIC 3807 Phone 9707 1719 Fax 9768 9100

CERTIFICATE OF INSTALLATION IN ACCORDANCE WITH AS 3660.1-2000 NEW CONSTRUCTION

Name of Owner/Builder Profine Constructions
Property Address Lot 251 Robusta Ave Cranbourne

AS 3660.1 Termite work:

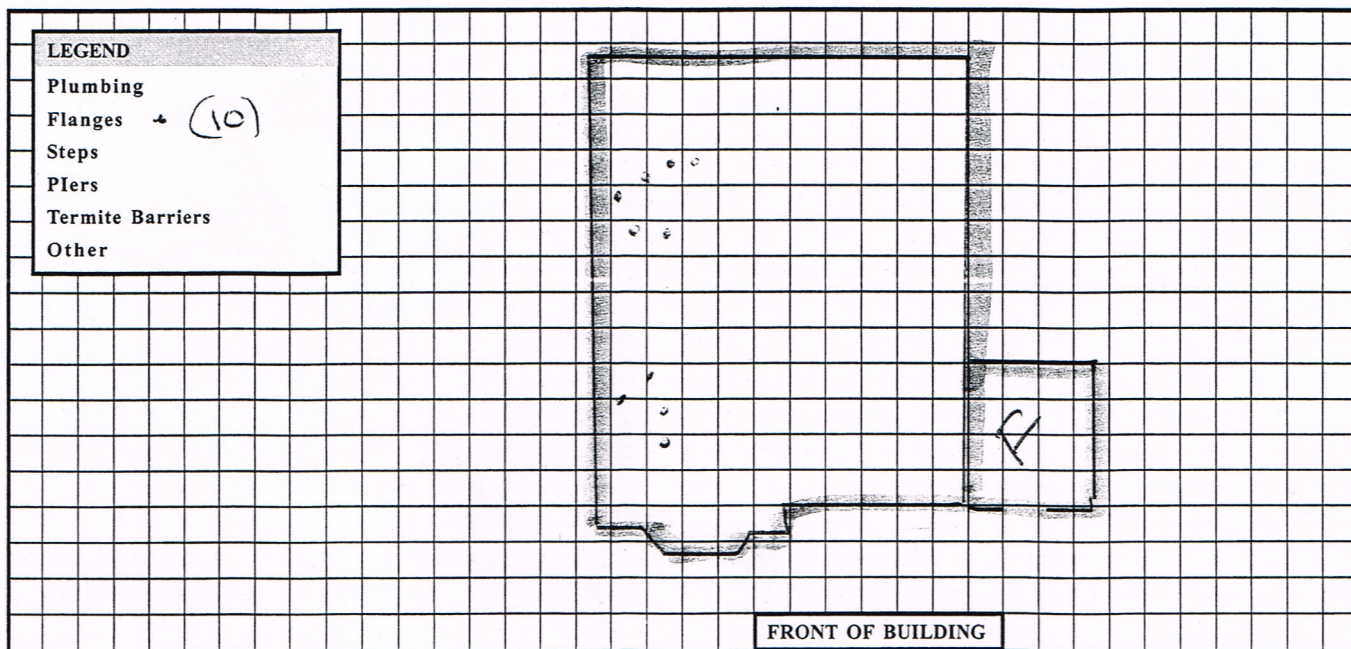
Termiticide Liquid Barrier ☐ and/or Physical Barrier ☒

Date	Termite Control Agent	Lts Vol	Rate Applied	Description of Application	Limitations	Installer	*
7/6/05	Flanges	—	—	Installed 10 Flanges		G. Ashford	✓
14/9/05	Bifenthrin	300Lts	1.1%	Treated 60 Lin mlt around perimeter		G. Ashford	x
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/
/	/	/	/	/	/	/	/

Termite control agent used: Bifenthrin with a maximum life expectancy of 10 years.

*The system(s) are (✓) / are NOT (x) integrated with the concrete poured by the builder to form the termite barrier.

Sketch of building showing treated areas (not to scale)



It is very important that the Termite Barrier is not bridged or breached. This can happen when installing garden beds, lawn or other landscaping or building works. You should contact this firm prior to carrying out any such work. DO NOT disturb the treated areas in any way.

Frequent inspections are very important. Termite barriers do not kill or stop termites. The barriers are installed to prevent concealed access only. The barriers are designed to force the termites into the open. Thus the mud tubes that they use to gain access may be seen during inspections. For this reason such inspections should be carried out at least annually. A termite treatment in accordance with AS 3660.2-2000 can then be carried out to eradicate the termites. It is strongly recommended by the Australian Standard AS 3660.2 that more frequent inspections (3 to 6 monthly) should be carried out.

Termite Barriers degrade (breakdown) over time and will require replacing. After one of the regular inspections the inspector may advise you of the need to reinstate the barrier.

If the above barrier(s) is/are integrated with the concrete then the concrete forms an integral part of the termite barrier to this structure. In this case, the Builder should be asked for a Certificate from the concrete firm that the concrete has been poured in accordance with AS 3660.1-2000.

Insurance Policy Number: AUS 04-1117

Insurer: Pacific Insurance Limited

(PLEASE READ CONDITIONS OVERLEAF)

Signature: _____

PROPERTY REPORT

Created at 03 September 2025 01:45 AM

PROPERTY DETAILS

Address: **14 ROBUSTA AVENUE CRANBOURNE 3977**

Lot and Plan Number: **Lot 251 PS518582**

Standard Parcel Identifier (SPI): **251\PS518582**

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

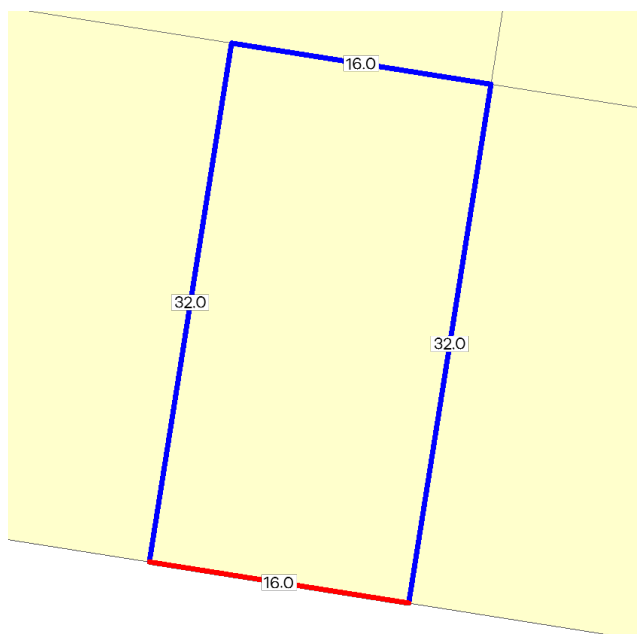
Council Property Number: **91927**

Directory Reference: **Melway 130 A11**

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: 512 sq. m

Perimeter: 96 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CRANBOURNE**

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>

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 03 September 2025 01:46 AM

PROPERTY DETAILS

Address: **14 ROBUSTA AVENUE CRANBOURNE 3977**
Lot and Plan Number: **Lot 251 PS518582**
Standard Parcel Identifier (SPI): **251\PS518582**
Local Government Area (Council): **CASEY**
Council Property Number: **91927**
Planning Scheme: **Casey**
Directory Reference: **Melway 130 A11**

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: **CRANBOURNE**

OTHER

Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Fire Rescue Victoria & Country**
Fire Authority

[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 Overlays

No planning overlay found

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

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

Further Planning Information

Planning scheme data last updated on 28 August 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>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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