

Sargeants Conveyancing

Conveyancing & Property Transfer Specialists
85 High Street & 54 Nunn Street
Wodonga Benalla
Telephone: 02 6056 9873

SECTION 32 STATEMENT

PARTICULARS OF SALE

VENDOR: Frank Robert Muscat and
Rita Andrea Muscat

STREET ADDRESS 30 Rod Laver Way Baranduda

LAND BEING SOLD The land which is presently fenced and/or occupied by the Vendor and
contained only within the land described in Certificate of Title
VOLUME 11463 FOLIO 909

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement in respect of the land in accordance with Section 32 of the *Sale of Land Act 1962*. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed **\$6,500.00**
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
- (c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NONE TO THE VENDORS KNOWLEDGE**

Commercial and Industrial Property Tax
AS ATTACHED IF APPLICABLE

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

Owner Builder

Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

NOT APPLICABLE

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- (a) Easements affecting the land - as set out in the documents attached (if any)
- (b) Covenants affecting the land - as set out in the documents attached (if any)
- (c) Leases affecting the land - as set out in the documents attached (if any)
- (d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's [Land Channel website](#).

FLOOD PRONE AREA

The property is in a flood prone area and subject to uncontrolled overland drainage unless there is a Building Regulations 2006 certificate or other certificate herein that specifically states otherwise.

TERMITE INFESTED AREA

The property is in a Termite infested area unless there is a Building Regulations Certificate 206 certificate or other certificate herein that specifically states otherwise. However it is recommended that you make your own investigations as to whether protective measures should be provided as termite and other pest infestation can occur at any time.

HISTORIC MINE ACTIVITY

The property is in a known mining area and mining activity may be present unless there is a Form 692 included herein stating otherwise.

AIRPORT ENVIRONS

The property is affected by an Airport Environs Overlay unless there is a certificate herein that specifically states otherwise.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -

- (a) Name of planning scheme is: **Wodonga Planning Scheme**
- (b) The name of the responsible authority is: **City of Wodonga**
- (c) The zoning of the land is:

General Residential Zone (GRZ)

General Residential Zone – Schedule 1 (GRZ1)

- (d) The name of any planning overlay affecting the land:

Bushfire Management Overlay (BMO)

The planning instrument does not prohibit the construction of a dwelling house on the land.

Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip or pest infestation.

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

- (a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property or the removal or replacement or of any unsafe materials.

- (b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)

(c) **Agricultural chemicals**

Particulars of 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992

- (d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990

(e) **Compulsory acquisition**

Particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986*.

- (f) Notice issued by the Environment Protection Authority

- (g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

OWNERS CORPORATION

If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :-

- (a) A current Owners Corporation Certificate issued in respect of the land being sold;
- (b) The Owners Corporation Rules;
- (c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
- (d) The most recent accounts and balance sheet of the Owners Corporation and
- (e) A Statement of advice and information for prospective purchasers and lot owners.

NOTE Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

GROWTH AREA INFRASTRUCTURE CONTRIBUTION

NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

NOT APPLICABLE

THE FOLLOWING SERVICES ARE CONNECTED

- (a) Electricity Supply
- (b) Gas Supply
- (c) Water Supply
- (d) Sewerage
- (e) Telephone Service

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 their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

TITLE

Attached are copies of the following documents:

Registered Title

A Register Search Statement

The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell

(where the vendor is not the registered proprietor/the owner in fee simple)

SUBDIVISION

Unregistered Plan of Subdivision

Attached is the latest version of the plan which has been certified: **Not Applicable**

Staged Subdivision

Attached is the latest version of the first stage if the land is in the second or subsequent Stage: **Not Applicable**

The following requirements in the Statement of Compliance relating to the stage in which the land is included have not been complied with:- **Not Applicable**

Proposals relating to subsequent stages that are known to the Vendor are:- **Not Applicable**

The contents of any Planning Permit under the *Planning and Environment Act 1987* authorising the stages subdivision are attached (if relevant).

Further Plan of Subdivision


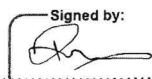
Attached is the latest version of the plan which has been certified: **Not Applicable**

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

NOT APPLICABLE

DATE OF THIS STATEMENT

26th February 2025

Signed by:  Signed by: 
Signature of Vendor/s45BF8B9B14CD4AE.....D09317F28C0141A.....

VENDORS ACKNOWLEDGEMENTS

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible for any loss or damage if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :-

- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title.
- (b) any registered or unregistered encumbrances not disclosed in this document.
- (c) any failure to obtain any necessary planning, building or other permits.
- (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues.
- (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property or the removal or replacement of any unsafe materials.
- (f) my occupation or use of any adjacent land which is not contained in the land being sold.
- (g) any buildings erected over any easements, or any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and any proposal in relation to any other land which may directly and currently affect the property being sold.
- (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information, conditions, Titles or documents required or that later may be deemed to be required by Section 32

of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT

2025

Signature of Purchaser

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
- (b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;
- (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
- (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.
- (e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- (f) all commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.
- (g) Any Land Tax, surcharge, penalty or other tax which is imposed on any land owned by the Vendor as a result of the settlement not taking place before the 31st December in the current year when the due date in the contract is before the 31st December in the current year and where the settlement is delayed as a result of the default of the purchaser until after the 31st December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax, surcharge, penalties or other tax and all costs associated therewith.

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 14 days before the due date for settlement.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name: **The Vendor named herein**

ABN

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

Withholding amount \$

If more than one supplier, provide the details above for each supplier.

The Purchaser is required to make a payment of the amount under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth)


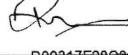
Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

* if yes, the GST inclusive market value of non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Signature – Vendor/s	<div>Signed by:  45BF889814C04AE...</div>	<div>Signed by:  D09317F28C8141A...</div>
Full name/s (Please print)		

ATTACHMENTS CHECKLIST

Title Search
Copy Plan
Covenants
Due Diligence Checklist
Property Report
Rates Notice
Water Information Certificate
Tenancy Agreement/Lease
Land Tax Certificate

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

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

VOLUME 11463 FOLIO 909

Security no : 124122074431E

Produced 17/02/2025 11:02 AM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 706032C.

PARENT TITLES :

Volume 11463 Folio 727

Volume 11463 Folio 729

Volume 11463 Folio 757

Created by instrument PS706032C 13/12/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

RITA ANDREA MUSCAT

FRANK ROBERT MUSCAT both of 8 PROCTER PLACE NOWRA HILL NSW 2540

AQ551101J 14/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ551102G 14/12/2017

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987

AJ912927F 14/09/2012

DIAGRAM LOCATION

SEE PS706032C 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: 30 ROD LAVER WAY BARANDUDA VIC 3691

ADMINISTRATIVE NOTICES


NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 14/12/2017

DOCUMENT END

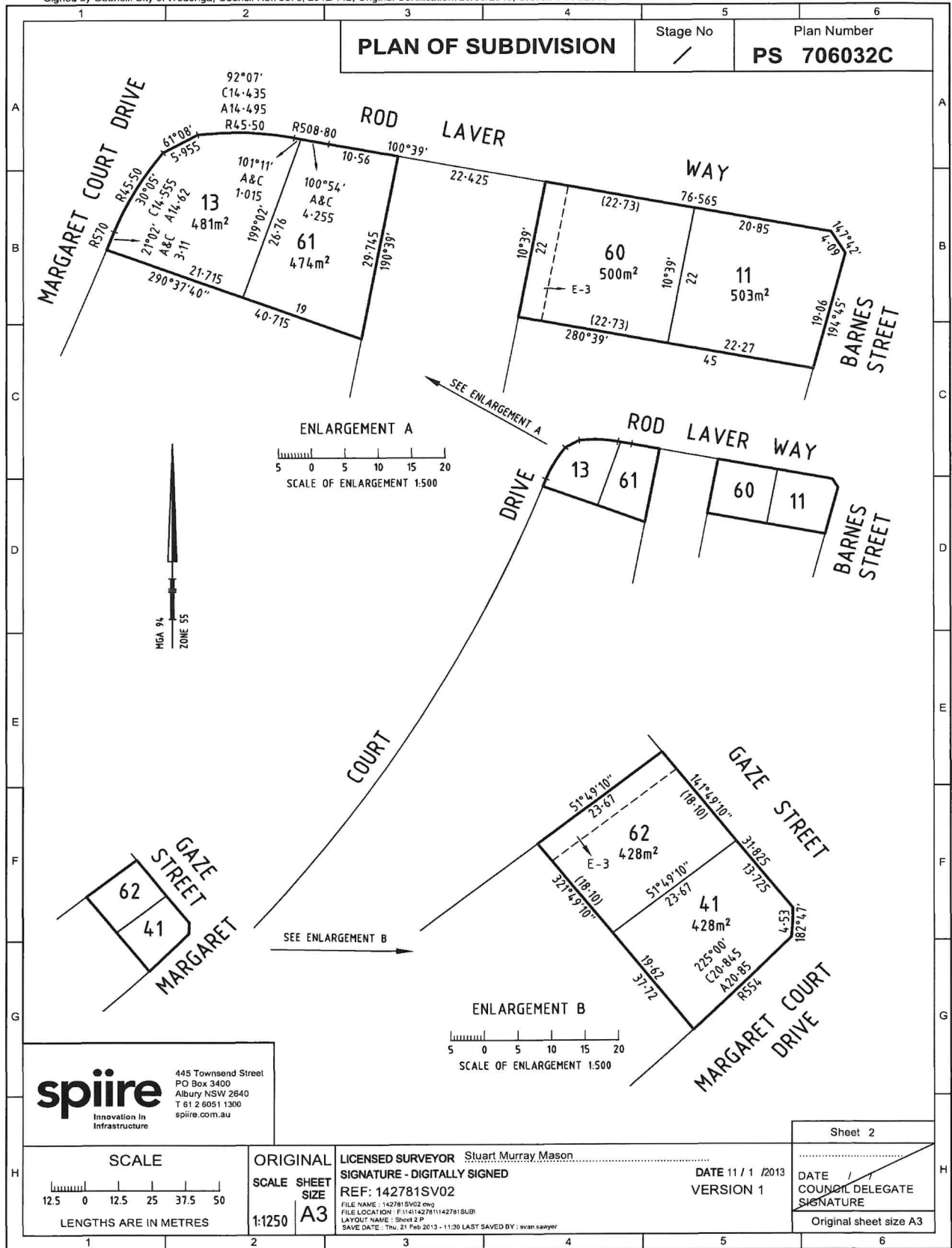
Delivered from the LANDATA® System by InfoTrack Pty Ltd.

Signed by Council: City of Wodonga, Council Ref: 3676, 2012/142, Original Certification: 29/08/2013, S.O.C.: 11/11/2013

PLAN OF SUBDIVISION		Stage No. /	LRS use only EDITION 1	Plan Number PS 706032C
Location of Land Parish: BARANDUDA Township: - Section: 5 Crown Allotment: 8 (PT) & PT. FORMER GOVT. ROAD Crown Portion: - Title References C/T VOL 11463 FOLS 727;729 & 757 Last Plan Reference: LOTS 11,13 & 41 ON PS645687L MARGARET COURT DRIVE & ROD LAVER WAY Postal Address: BARANDUDA 3691 (At time of subdivision) MGA Co-ordinates: E 494 500 Zone 55 (Of approx. centre of plan) N 5 995 700		Council Certification and Endorsement Council Name: WODONGA CITY COUNCIL Ref: 1. This Plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../..... 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council delegate Council seal Date / /		
Vesting of Roads or Reserves				
Identifier	Council Body/Person			
NIL	NIL			
Notations				
Depth Limitations: 15 metres below the surface		Staging: This is not a staged subdivision Planning Permit No. 2012/142		
		This is a SPEAR plan. LOTS 1 TO 10, 12, 14 TO 40 & 42 TO 59 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN Survey: This plan is based on survey This survey has been connected to Permanent Mark No(s). 33, 38, 75, 96, 97 & 104 in Proclaimed Survey Area No. 42		
Easement Information				
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				LRS use only
				Statement of compliance/ Exemption Statement
				Received <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-3	DRAINAGE	3.50	PS645687L	WODONGA CITY COUNCIL
E-3	SEWERAGE	3.50	PS645687L	NORTHEAST REGION WATER CORPORATION
				Date: 29/11/13
				LRS use only
				PLAN REGISTERED
				TIME 11:25am
				Date: 13/12/13
				G Venn
				Assistant Registrar of Titles.
				Sheet 1 of 2 Sheets
 445 Townsend Street PO Box 3400 Albury NSW 2640 T 61 2 6051 1300 spiire.com.au		LICENSED SURVEYOR (PRINT) ... Stuart Murray Mason SIGNATURE - DIGITALLY SIGNED REF: 142781SV02 DATE 11 / 1 / 2013 VERSION 1 <small>FILE NAME: 142781SV02.dwg FILE LOCATION: F:\14142781\142781SV02 LAYOUT NAME: Sheet 1 SAVE DATE: Thu, 21 Feb 2013 - 11:36 LAST SAVED BY: euan sawyer</small>		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

Signed by: Stuart Murray Mason (Spiire Australia Pty Ltd - Albury) Surveyor's Plan Version (Version 1) SPEAR Ref: S035650M 22/08/2013

Signed by Council: City of Wodonga, Council Ref: 3676, 2012/142, Original Certification: 29/08/2013, S.O.C.: 11/11/2013



Plan of Subdivision PS706032C
Certification of plan by Council (Form 2)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S035650M
Plan Number: PS706032C
Responsible Authority Name: City of Wodonga
Responsible Authority Reference Number 1: 3676
Responsible Authority Reference Number 2: 2012/142
Surveyor's Plan Version: Version 1

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

Has not been made at Certification

Digitally signed by Council Delegate: David Becroft
Organisation: City of Wodonga
Date: 29/08/2013

Signed by: David Becroft (City of Wodonga) 29/08/2013



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged by

Name: KELL MOORE PTY LTD
Phone: 02 6021 2844
Address: 571 Kiewa Street, Albury, NSW, 2640
Ref: CMK:120272
Customer Code: 1042B

Privacy Collection Statement

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

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

Land CERTIFICATE/S OF TITLE VOLUME 11281 FOLIO 567

Authority WODONGA CITY COUNCIL of 104 Hovell Street,
Wodonga, Victoria

Section and Act under which agreement made: Section 173 – Planning and Environment Act 1987

A copy of the Agreement is attached to this Application

Signature for the Authority:


Name of Officer: JOHN SIDGWICK
Full name

AUTHORISED DELEGATE FOR THE COUNCIL

Date 11th September 2012

DATED

20th August

2012

SECTION 173 AGREEMENT

Subject Land: Boyes Road, Baranduda, Victoria, Victoria

AJ912927F

14/09/2012 \$110.30 173



BETWEEN

**WODONGA CITY COUNCIL
ABN 63 277 160 265**

and

**GLENWOOD ESTATE (VIC) PTY LTD
ACN 143 432 393**

KELL MOORE
LAWYERS

571 Kiewa Street
ALBURY NSW 2640
Tel: (02) 6021 2844
Fax: (02) 6021 6075
Ref: CMK:120272

THIS AGREEMENT is made the 20th day of August 2012

BETWEEN WODONGA CITY COUNCIL ABN 63 277 160 265 of 104 Hovell Street, Wodonga,
Victoria (Council)

AND GLENWOOD ESTATE (VIC) PTY LTD ACN 143 432 393 of 520 Evans Road,
Lynbrook, Victoria (Initial Owner)

BACKGROUND

- A. The Initial Owner is the current registered proprietor of the Subject Land.
- B. Council is the responsible authority pursuant to the Act for the Scheme.
- C. The Planning Permit was issued by Council for the development of the Subject Land on condition that the Initial Owner enters into an agreement pursuant to section 173 of the Act, prior to the issue of a Statement of Compliance.
- D. A Statement of Compliance has not been issued for the Subdivision.
- E. The Planning Permit imposes conditions in respect of the use and development of the Subject Land and this Agreement is entered into pursuant to the provisions of section 173 of the Act in order to facilitate such conditions.

OPERATIVE CONDITIONS

1. DEFINITIONS

In this Agreement unless expressed or implied to the contrary:

Act means the *Planning and Environment Act 1987*;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

approved means approved by Council;

Building Exclusion Zone means the building exclusion zone identified on the Vegetation Retention Plan;

Bush Fire Clear Zone means the fire defence/bush fire clear zones as identified by the plan endorsed by Country Fire Authority (CFA), 24000-962259-963375 dated 24/2/2011;

business day means Monday to Friday excluding public holidays in Victoria;

Corner Lot means a lot which is bounded by a street on two or more sides;

Design Guidelines means the design guidelines to be prepared by the Owner, and approved by

AJ912927F



AJ912927F



Council;

develop and **development** have the same meaning as in section 3(1) of the Act;

dwelling has the same meaning as in the Scheme;

Façade means a wall of a building running parallel (or mostly parallel) to the street boundary and comprising floor to ceiling or full length windows in at least one Habitable Living Area allowing active surveillance of the public realm, including either a verandah or a detailed principal or secondary access, and designed to front the street (not disguised behind a Screening Device which would obscure surveillance of the public realm);

Front Building Line means the front wall of any room of the dwelling (including a garage but excluding an entry way up to 2.0 metres in width). For the purposes of this definition, nib walls, porticos, verandahs and other architectural features are not defined as a wall.

Habitable Living Area means any kitchen, lounge, dining or living room;

Lot 11 PS636964M means Lot 11 on Plan of Subdivision PS636964M being the land in Certificate of Title Volume 11284 Folio 566;

Lot 1 means the proposed Lot 1 in the Plan of Subdivision;

Lot 5 means the proposed Lot 5 in the Plan of Subdivision;

Lot 36 means the proposed Lot 36 in the Plan of Subdivision;

Lot 37 means the proposed Lot 37 in the Plan of Subdivision;

Lot 38 means the proposed Lot 38 in the Plan of Subdivision;

Lot 39 means the proposed Lot 39 in the Plan of Subdivision;

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

planning approval means and includes any planning permit issued in accordance with the Act;

Plan of Subdivision means plan of subdivision PS645687L made in accordance with the Planning Permit and in a form acceptable to Council that subdivides the Subject Land. The Subject Land may be subdivided in stages;

Planning Permit means planning permit no. 2010/181/A issued by Council on 10 November 2011 (and any subsequent amendment(s) to it);

Primary Façade means the façade which is parallel (or mostly parallel) to the street boundary which Council defines as the street address of the land;

Scheme means the Wodonga Planning Scheme;

Screening Device includes any fence, wall, shed, non-transparent screen or material erected,

installed or attached to any structure (excluding vegetation or curtains to windows);

Secondary Façade means the façade on a Corner Lot which is located parallel (or mostly parallel) to a side street (ie, not the street address for the land);

Service Area includes clotheslines and garbage bin storage areas;

Statement of Compliance means a statement of compliance for the Plan of Subdivision issued by Council under section 21 of the *Subdivision Act 1988*;

Subject Land means Lot 12 on Plan of Subdivision PS636964M being the land in Certificate of Title Volume 11281 Folio 567, and described as Boyes Road, Baranduda, Victoria;

Vegetation Retention Plan means the vegetation retention plan to be prepared by the Owner and approved by Council in accordance with clause 2 of the Planning Permit.

2. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

3. EFFECT OF AGREEMENT

3.1 This Agreement is effective from the date of the Agreement and continues in perpetuity, subject to clause 9, to run at law and equity with the Subject Land.

3.2 The Owner's use of the Subject Land is subject to the conditions and obligations set out in this Agreement.

3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the Subject Land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Subject Land.

4. OWNER'S WARRANTIES

Without limiting the operation or effect of this Agreement, the Owner warrants that:

4.1 except for the parties to this Agreement, no other person (except for any tenants of the Subject Land) has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement or by development or use of the Subject Land pursuant to the Scheme or any permit or approved plan under the Scheme; and

4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Subject Land.

AJ912927F



AJ912927F



5. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Subject Land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

6. COVENANTS OF OWNER

The Owner covenants and agrees that:

- 6.1 in respect of any Corner Lot, all dwellings will have a Primary Façade and a Secondary Façade;
- 6.2 garages and/or carports will be recessed no less than 500mm behind the nearest Front Building Line;
- 6.3 garages and/or carports will be set back a minimum of 5500mm from the street boundary to facilitate parking on-site;
- 6.4 garages and/or carports will not occupy more than 50% of the lot frontage;
- 6.5 vehicle crossover locations to any lot will not be permitted where access is required across any part of an indented parking space, except with the prior written consent of Council;
- 6.6 vehicle gates will not be erected in fencing between any lot and a public reserve;
- 6.7 all lots will only have one vehicle crossover point except with the prior written consent of Council;
- 6.8 any and all fencing or walls situated forward of the Primary Façade and Secondary Façade of a dwelling will:
 - (a) not exceed 1500mm in height; and
 - (b) be constructed of pillars that match the material type and colour of the dwelling and consist of infill fencing panel of 25% transparency in powder coated tubular metal finishes;
- 6.9 a Service Area will not be located forward of the Front Building Line;
- 6.10 no outbuilding, fence, structure or other device which would obscure or screen surveillance of a public reserve from the internal or external living areas of a dwelling shall be erected within 2000mm of the boundary between a lot and a public reserve, except with the prior written consent of Council;
- 6.11 the Owner will maintain the existing post and wire fencing along Council reserves and the fencing may only be replaced with an identical (or substantially similar) style, material and colour or such other style, material and colour as approved in writing by

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Council;

- 6.12 in relation to Lot 1, Lot 5, Lot 36, Lot 37, Lot 38 and Lot 39, no building or structure will be constructed within the Bush Fire Clear Zone (except with the prior written approval of Council and the Country Fire Authority (or its successor entity));
- 6.13 no building or structure may be constructed within the Building Exclusion Zone (except with the prior written approval of Council);
- 6.14 the Owner must plant replacement trees (in accordance with the Vegetation Retention Plan) within 12 months of the issue of a Statement of Compliance for the Plan of Subdivision;
- 6.15 prior to certification of the Plan of Subdivision, the Owner must prepare and submit the Design Guidelines to Council for its approval;
- 6.16 all buildings or structures must be constructed in accordance with the Design Guidelines and only varied with the written approval of Council.

7. COVENANTS OF INITIAL OWNER

The Initial Owner covenants and agrees that it will do all such things and execute all such documents required to transfer to Council an area of at least 1.2 hectares of the Subject Land and/or Lot 11 PS636964M for the purpose of a public open space reserve.

8. FURTHER COVENANTS OF OWNER

8.1 Notice

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

8.2 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Subject Land;
- (b) comply with all relevant and applicable statutes, regulations, local laws and planning controls in relation to the Subject Land; and
- (c) take all necessary steps to comply with the provisions of this Agreement.

8.3 Registration

The Owner covenants to:

- (a) consent to Council making an application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Subject Land in accordance with section 181 of the Act; and
- (b) do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to

this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

8.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the Subject Land.

8.5 Council's Costs to be Paid

The Owner covenants to pay to Council, within 14 days of demand, Council's reasonable legal costs and expenses directly attributable to the negotiation, preparation and registration of this Agreement and following any default by the Owner the enforcement of this Agreement. Furthermore, payment of Council legal fees for the registration of the Agreement must be made prior to the issue of a Statement of Compliance.

8.6 Council Access

The Owner covenants to allow Council and its officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time) to assess compliance with this Agreement, but in doing so Council must, and must procure its officers, employees, contractors and agents to enter the Subject Land at their own risk and comply with the Owner's or the Owner's builder's site conditions and safety policy and follow the site supervisor's directions.

9. GENERAL

9.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

9.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

9.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

9.4 No Fettering of Council's Powers

This Agreement does not fetter or restrict the power or discretion of Council to make or impose requirements or conditions in connection with any use or development of the Subject Land or the granting of any planning approval, the approval or certification of



any plans of subdivision or consolidation applicable to the Subject Land or the issue of a Statement of Compliance in connection with any such plans.

10. ENDING OF AGREEMENT

This Agreement may be ended wholly or in part or as to any part of the land by agreement between Council and all persons who are bound by any covenant in the Agreement.

11. NOTICES

11.1 Service of Notice

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

- (a) personally on the party; or
- (b) by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party as that party's address for service; or
- (c) by facsimile to the person's number for service specified in this document or subsequently notified to each party.

11.2 Time of Service

A notice or other communication is deemed served:

- (a) if served personally, upon service;
- (b) if posted within Australia to an Australian address, three business days after posting and in any other case, ten business days after posting;
- (c) if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; or
- (d) if received after 5.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

12. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

- 12.1 undefined terms or words have the meanings given in the Act;
- 12.2 the singular includes the plural and the plural includes the singular;
- 12.3 a reference to a gender includes a reference to the other genders;
- 12.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 12.5 if a party consists of more than one person this Agreement binds them jointly and each

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of them severally;

- 12.6 a reference to a "planning scheme" or "Scheme" includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 12.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 12.8 where, in this Agreement, Council may exercise any power, duty or function, that power, duty or function may be exercised on behalf of Council by an authorised or delegated officer;
- 12.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement; and
- 12.10 the Recitals to this Agreement form part of this Agreement.

EXECUTED by the parties

AJ912927F

14/09/2012 \$110.30 173



SIGNING PAGE

SIGNED SEALED AND DELIVERED as a Deed by the parties as set out at the commencement of this Agreement.

THE COMMON SEAL of the WODONGA)
CITY COUNCIL ABN 63 277 160 265 was)
affixed hereto on 2012 in)
the presence of:



Signature of Chief Executive Officer

Signature of Councillor

Signature of Councillor

PATIENCE HARRINGTON
Print Name

EDWARD FOULSTON
Print Name

MARK BYATT
Print Name

EXECUTED by GLENWOOD ESTATE (VIC))
PTY LTD ACN 143 432 393 in accordance)
with s 127 Corporations Act 2001 (Cth) by the)
following persons or, if the seal is affixed,
witnessed by the following persons:

Signature of authorised person

Signature of authorised person

Print Name of authorised person

Print Name of authorised person

Office held

Office held

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

PROPERTY REPORT

From www.land.vic.gov.au at 17 February 2025 11:06 AM

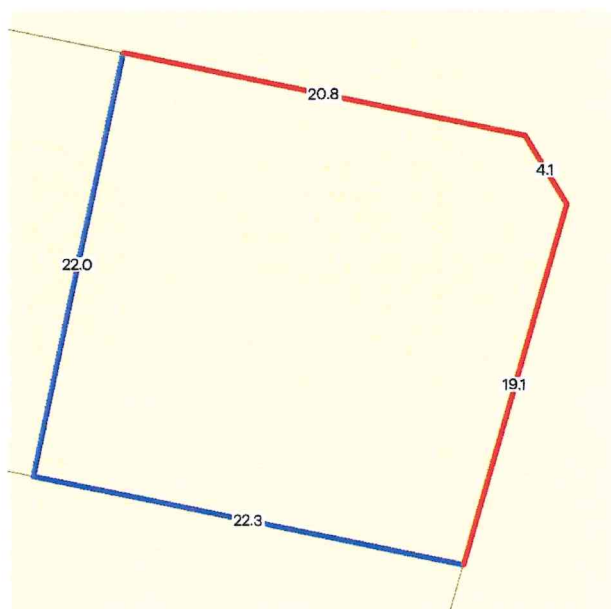
PROPERTY DETAILS

Address: **30 ROD LAVER WAY BARANDUDA 3691**
Lot and Plan Number: **Lot 11 PS706032**
Standard Parcel Identifier (SPI): **11\PS706032**
Local Government Area (Council): **WODONGA**
Council Property Number: **323072**
Directory Reference: **Vicroads 645 N5**

www.wodonga.vic.gov.au

SITE DIMENSIONS

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



Area: 503 sq. m

Perimeter: 88 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: **Goulburn-Murray Water**
Urban Water Corporation: **North East Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **BENAMBRA**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

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PROPERTY REPORT: 30 ROD LAVER WAY BARANDUDA 3691

Page 2 of 2

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 17 February 2025 11:06 AM

PROPERTY DETAILS

Address: **30 ROD LAVER WAY BARANDUDA 3691**
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Planning Scheme: **Wodonga**
Directory Reference: **Vicroads 645 N5**

www.wodonga.vic.gov.au

[Planning Scheme - Wodonga](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
Urban Water Corporation: **North East Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **BENAMBRA**

OTHER

Registered Aboriginal Party: **None**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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



GRZ - General Residential

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

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

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

PLANNING PROPERTY REPORT: 30 ROD LAVER WAY BARANDUDA 3691

Page 1 of 3

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

BUSHFIRE MANAGEMENT OVERLAY (BMO)



BMO - Bushfire Management Overlay

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

Further Planning Information

Planning scheme data last updated on 14 February 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 abut the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

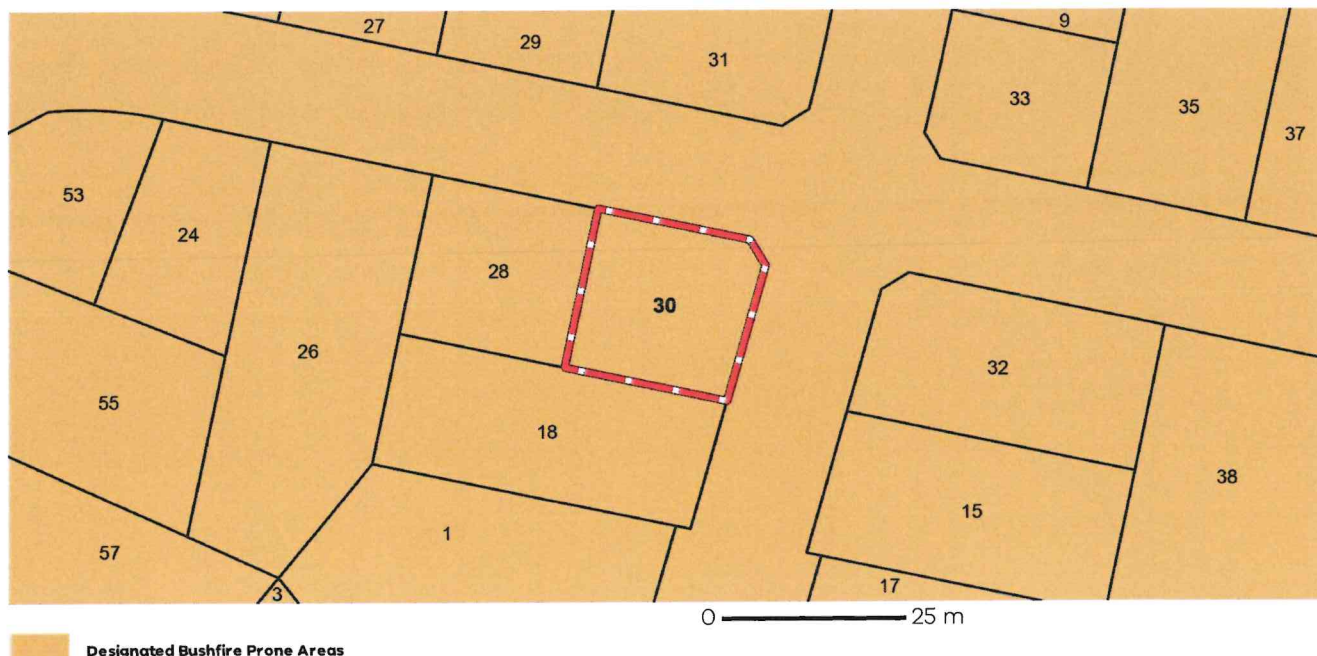
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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



CITY OF WODONGA VIC

ABN: 63 277 160 265

104 Hovell St, Wodonga, VIC 3690
Customer service enquiries: (02) 6022 9300
1300 792 795
wodonga.vic.gov.au

RATES AND VALUATION NOTICE | TAX INVOICE

1/7/2024 - 30/6/2025



MRS R A MUSCAT and MR F R MUSCAT
58 RALEIGH STREET
ALBION PARK NSW 2527



013
I008661
DLX1_19147

ASSESSMENT NUMBER

627451 8**THIRD INSTALMENT****DUE 28/02/2025****\$544.95****THIRD INSTALMENT NOTICE 2024/2025**

Property Details		Issue Date: 31/01/2025	Valuation Date: 01/01/2024
30 ROD LAVER WAY, BARANDUDA VIC 3691 LOT 11 PS706032		LATE PAYMENTS Late payments will be charged an interest penalty of 10.0% p.a. See reverse for details.	Arrears Any arrears incurred are shown on this notice as a carried forward charge. This amount is due immediately and will accrue interest until paid.
Particulars of Rates & Charges		Total	
Current Instalment now due by 28/02/2025		\$544.95	
Total Amount Due:		\$544.95	

Payments received after 28/01/2025 have not been included.

POSTAL DELAYS WILL NOT BE ACCEPTED AS AN EXCUSE FOR LATE PAYMENTS

RATES AND VALUATION NOTICE | PAYMENT SLIP

PLEASE SEE REVERSE OF FORM FOR PAYMENT OPTIONS



Bill Code: 293241
Ref No.: 627 451 8

BPAY® this payment via Internet or phone banking.

RATEPAYER: MRS R A MUSCAT and MR F R MUSCAT
PROPERTY: 30 ROD LAVER WAY, BARANDUDA VIC 3691
RATE ASSESSMENT NO: 627451 8



Billpay Code: 2301
Ref: 6274 518

Pay in-store at Australia Post, online at auspost.com.au/postbillpay, by phone 13 18 16 or via AusPost app

POST billpay



*2301 6274518



For emailed notices:
wodonga.enotices.com.au
Reference No: 3A6A215ACS

THIRD INSTALMENT**\$544.95****DUE 28/02/2025**

PAYMENTS CAN NOW BE MADE BY CREDIT CARD THROUGH OUR
ONLINE SERVICES AT www.wodonga.vic.gov.au/online-services

INFORMATION STATEMENT

Date Issued: 20 Feb 2025
Your reference: Muscat
Statement no.: ISN-0000011209

SARGEANTS WODONGA

Customer Reference

CON-00048397

Amount due

\$91.77

Charge period

18 Dec 2024 to 20 Feb 2025

Property location: 30 ROD LAVER WAY, BARANDUDA, VIC, AUSTRALIA, 3691
Title details: L11 PS706032
Owner (as per our records): RITA ANDREA MUSCAT & FRANK ROBERT MUSCAT
Purchaser: UNKNOWN

Statement of charges from 18 Dec 2024 to 20 Feb 2025:

Previously invoiced to 17 Dec 2024	\$0.00
Charges for the period 18 Dec 2024 to 20 Feb 2025:	
Sewerage Service Charge 65 days @ 0.76c	\$49.18
Water Service Charge 20mm 65 days @ 0.66c	\$42.59
TOTAL	\$91.77

How to pay

The corresponding BPAY reference numbers for this property are listed below:



Biller Code: 3004
Ref. Number: 12503965110

30 ROD LAVER WAY, BARANDUDA, VIC, Australia, 3691

Encumbrance details:

Other information – Sec 158(4) Water Act 1989:

1. Water is available. There is a water main available to which this property can connect. Serviced with water. A service pipe has been installed for this property. Connected to water.
2. Sewerage is available. There is a sewer main available to which this property can connect. Serviced with sewerage. A connection point has been installed for this property. Connected to the sewerage system.
3. There is currently a tenant registered at this property. No water usage has been applied to this certificate as the tenant is responsible for all usage charges. You must advise us if the property is no longer tenanted or will be vacant at settlement.

Additional information:

This statement has been prepared in accordance with Sec 158 Water Act 1989.

Please contact our office on 1300 361 633 prior to settlement to receive a verbal update on charges. Updates will only be provided within 3 months from the date of this statement. A new application is required for any updates outside this period.

Any plan provided with this Information Statement may contain details that have been sourced from old records, or may contain information provided by other parties to North East Water. North East Water cannot guarantee the accuracy of this plan and the information on it.

Unless otherwise stated, any consumption charges on this statement are estimations based on historical information. North East Water will take no responsibility for any variances incurred due to estimated consumption charges. Any variance in consumption charges will be transferred to the purchaser in full at settlement.

Authorised Person

Sumer Hingorani

Sumer Hingorani

Manager Customer Experience

Elders Real Estate Wodonga

140 High Street,
Wodonga, VIC 3690

P: 02 6024 5450
ABN: 49329421839



Residential Rental Agreement

for

30 Rod Laver Way, Baranduda VIC 3691

This agreement is between **Frank Muscat, Rita Muscat**
and **Tegan Harris, Colby Coulston**.

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Powered by iProperty Express

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 27/06/2024

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

2. Premises let by the rental provider

Address of premises

30 Rod Laver Way, Baranduda VIC

Postcode 3691

3. Rental provider details

Full name or company
name of rental
provider

Frank Muscat, Rita Muscat

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

Elders Real Estate Wodonga

Address

140 High Street, Wodonga, VIC

Postcode 3690

Phone number

02 6024 5450

ACN (if applicable)

Email address

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**

Tegan Harris

Current Address:

30 Rod Laver Way, Baranduda VIC 3691

Postcode

Phone number:

0423 241 416

Email:

tegan.harris@hotmail.com

Full name of **renter 2**

Colby Coulston

Current Address:

30 Rod Laver Way, Baranduda VIC 3691

Postcode

Phone number:

0421 330 193

Email:

colbcoulston@gmail.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 19/07/2024

End date

Fri 18/07/2025

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



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)

To be paid per ☒ week ☐ fortnight ☐ calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. Bond

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

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(\$)

Date bond payment due

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)

BSB: 640 000
Account: 111 215 028
Account name: Your Real Estate Shop Pty Ltd
Bank Reference: 06530

Fees

Free

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 reception@elderswodonga.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 Tegan Harris: tegan.harris@hotmail.com

☐ No

Renter 2 ☒ Yes Colby Coulston: colbcoulston@gmail.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

Elders Real Estate After Hours Emergency

Emergency phone number

02 6024 5450

Emergency email address

wodongare@eldersrealestate.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

Part C – Safety related activities

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.

1. Additional Term: Permission to keep a Pet

I/we hereby acknowledge that I/we have been granted the RRP's permission to keep x1 Dog as described on the prescribed pet application form. I agree to comply with the following strict conditions:

- No pets can be let on to the property until the RRP has been provided with a prescribed pet application form. If the RRP does approve the renters pet, the appropriate documentation must be signed by the RRP, BEFORE the pet can be let on to the premises.
- All pet waste must be removed from the property on a regular basis, and disposed of appropriately (placed in a plastic bag into the general waste bin or in a compostable green bag placed in the green bin);
- The renter will arrange for flea fumigation of the property immediately prior to renter vacating, at the expense of the renter;
- The renter undertakes to repair any damage caused to the premises by the pet, at the renters own expense, and to the satisfaction of the RRP/Agent. This includes, but is not limited to, internal damage to floors, carpets, cupboards, paint; damage to the external walls, fittings or fixtures; damage to gardens. Failure to implement these repairs will result in expenses paid from the bond and/or VCAT action;
- We, the renters, agree that this agreement is only for the specific pet(s) described above and we will not harbour, substitute or 'pet-sit' any other pet;
- We agree to abide by all local, city or state laws, licensing and health requirements regarding pets;
- If the pet is deemed a dangerous pet by council or state authorities, the RRP reserves the right to have the pet removed from the premises. We will not accept or provide permission for any tenant to keep, harbour or have a "Dangerous Pet" on a rented premises;
- All dogs MUST be removed from the premises for any inspections or access required during tenancy, this includes routine inspections. We will not conduct any form of regular inspections or inspections of any other kind unless the pet has been removed from or restrained at the property;
- The pet shall not cause a nuisance to neighbours due to noise. Any pet noise heard by surrounding neighbours (day or night) which is reported to our Agency, or to the local Council authorities, will result in a VCAT action;
- The renter can make adjustments to the property to cater for the pet. Any alterations fixed to the gates, fences, property or any other part of the premises are will be required to be rectified upon immediate vacate. Failure to do so will result in VCAT action;
- The renter is responsible for ensuring the boundary fences, gates or enclosures are adequate and can house a pet, safely, in their current condition.

Privacy Collection Notice

As professional property managers **Elders Real Estate Wodonga** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 02 6024 5450

Primary Purpose

As professional property managers, **Elders Real Estate Wodonga** 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 **Elders Real Estate Wodonga** 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

Elders Real Estate Wodonga 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, **Elders Real Estate Wodonga** 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 **Elders Real Estate Wodonga** 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 **Elders Real Estate Wodonga** privacy policy can be viewed without charge on the **Elders Real Estate Wodonga** website; or contact your local **Elders Real Estate Wodonga** office and we will send or email you a free copy.

Disclaimer

Elders Real Estate Wodonga 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. **Elders Real Estate Wodonga** 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's Agent

Rental Provider's Agent : **Aki Stefanidakis** on behalf of **Frank Muscat and Rita Muscat** (Rental Provider)

Aki Stefanidakis

Signed at Thu, 27/06/2024 08:49 , from device: Windows 10 Other Edge 126.0.0

Renter(s)

Renter 1: **Tegan Harris**



Signed at Wed, 26/06/2024 16:01 , from device: iOS 17.5.1 iPhone Mobile Safari 17.5

Renter 2: **Colby Coulston**



Signed at Wed, 26/06/2024 18:44 , from device: iOS 17.5.1 iPhone Mobile Safari 17.5

AUDIT TRAIL

Tegan Harris (Renter)

- Wed, 26/06/2024 14:57 - Tegan Harris clicked 'start' button to view the Residential Rental Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 45.131.194.75)
- Wed, 26/06/2024 15:54 - Tegan Harris clicked 'start' button to view the Residential Rental Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 45.146.54.181)
- Wed, 26/06/2024 16:01 - Tegan Harris stamped saved signature the Residential Rental Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 45.131.194.75)
- Wed, 26/06/2024 16:01 - Tegan Harris submitted the Residential Rental Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 45.131.194.75)

Colby Coulston (Renter)

Wed, 26/06/2024 18:42 - Colby Coulston clicked 'start' button to view the Residential Rental Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 60.229.41.159)

Wed, 26/06/2024 18:44 - Colby Coulston stamped saved signature the Residential Rental Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 60.229.41.159)

Wed, 26/06/2024 18:44 - Colby Coulston submitted the Residential Rental Agreement (iOS 17.5.1 iPhone Mobile Safari 17.5, IP: 60.229.41.159)

Aki Stefanidakis (Rental Provider's Agent)

Thu, 27/06/2024 08:48 - Aki Stefanidakis clicked 'start' button to view the Residential Rental Agreement

Thu, 27/06/2024 08:49 - Aki Stefanidakis stamped saved signature the Residential Rental Agreement

Thu, 27/06/2024 08:49 - Aki Stefanidakis submitted the Residential Rental Agreement

AGREEMENT END

Property Clearance Certificate

Land Tax



MASTERS ENTERPRISE P/L

Your Reference: MUSCAT
Certificate No: 84886969
Issue Date: 17 FEB 2025
Enquiries: ESYSPROD

Land Address: 30 ROD LAVER WAY BARANDUDA VIC 3691

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40992118	11	706032	11463	909	\$975.00

Vendor: FRANK MUSCAT & RITA MUSCAT
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total	
MRS RITA ANDREA MUSCAT	2025	\$182,000	\$975.00	\$0.00	\$975.00

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

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$464,000
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SITE VALUE (SV):	\$182,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$975.00
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Notes to Certificate - Land Tax

Certificate No: 84886969

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$182,000

Calculated as \$975 plus (\$182,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,640.00

Taxable Value = \$464,000

Calculated as \$464,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Bill Code: 5249
Ref: 84886969

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 84886969

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



MASTERS ENTERPRISE P/L

Your Reference: Muscat
Certificate No: 84886969
Issue Date: 17 FEB 2025
Enquires: ESYSPROD

Land Address: 30 ROD LAVER WAY BARANDUDA VIC 3691

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40992118	11	706032	11463	909	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110.1	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$464,000
SITE VALUE:	\$182,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 84886969

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



MASTERS ENTERPRISE P/L

Your Reference: MUSCAT
Certificate No: 84886969
Issue Date: 17 FEB 2025

Land Address: 30 ROD LAVER WAY BARANDUDA VIC 3691

Lot	Plan	Volume	Folio
11	706032	11463	909

Vendor: FRANK MUSCAT & RITA MUSCAT

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 84886969

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 84886969

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 84886969

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.