

# Contract of sale of land

**Property:** 58 MASERATI DRIVE, EPPING 3076

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

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**WARNING TO ESTATE AGENTS**

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

**WARNING:** YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

# Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

must be noted beneath the signature.

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

### SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

### SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

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

### SIGNED BY THE VENDOR:

on

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

Olinda Jackson Pty Ltd

State nature of authority, if applicable:

Not Applicable

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

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## Particulars of sale

### Vendor's estate agent

Name:   
Address:   
Email:   
Tel:  Mob:  Fax:  Ref:

### Vendor

Name:   
Address:   
ABN/ACN:   
Email:

### Vendor's legal practitioner or conveyancer

Name:   
Address:   
Email:   
Tel:  Mob:  Fax:  Ref:

### Purchaser's estate agent

Name:   
Address:   
Email:   
Tel:  Mob:  Fax:  Ref:

### Purchaser

Name:   
Address:   
ABN/ACN:   
Email:

### Purchaser

Name:   
Address:   
ABN/ACN:   
Email:

**Purchaser's legal practitioner or conveyancer**

Name:   
Address:   
Email:   
Tel:  Fax:  DX:  Ref:

**Land** (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference		being lot	on plan
Volume: 10833	Folio: 520	7	446865X

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

**Property address**

The address of the land is:

58 MASERATI DRIVE, EPPING 3076

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

all fixtures and fittings of a permanent nature

**Payment**

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

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

**Settlement** (general condition 17 & 26.2)

is due on

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

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

**Lease** (general condition 5.1)

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

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

☐ a lease for a term ending on  with  options to renew, each of  years

OR

☒ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the

☐ box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$  Approval date:

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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



## GUARANTEE and INDEMNITY

I/We, ..... of  
.....

and..... of  
.....

being the **Sole Director / Directors** of ..... of  
..... (called the "Guarantors") IN

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

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

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

this ..... day of ..... 2023

SIGNED by the said )

)

Print Name: )

)

.....

Director (Sign)

in the presence of: )

)

Witness: )

)

.....

## **SPECIAL CONDITIONS**

### **1 INTERPRETATION**

- 1.1 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking business.
- 1.2 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.3 "Land" means the Land being sold described in the Particulars of Sale.
- 1.4 "Particulars of Sale" means the Particulars of Sale to which these special conditions are attached.
- 1.5 "Vendor's Statement" means a statement in accordance with section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.
- 1.6 Headings are part of this contract but are for identification purposes only.
- 1.7 Where there is more than one person comprising the vendor or purchaser each such person shall be bound jointly and severally.
- 1.8 Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

### **2 IDENTITY**

The purchaser admits that the Land as offered for sale and inspected by the purchaser is identical to that described in the title particulars in the Vendor's Statement herewith. The purchaser cannot make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in the area or measurements or call upon the vendor to amend title.

### **3 PLANNING AND RESTRICTIONS**

- 3.1 The purchaser acknowledges they have satisfied themselves of the location of all structures.
- 3.2 The purchaser further accepts that the property is sold subject to all encumbrances and restrictions including easements, covenants, appurtenant easements, implied easements, leases and any rights of any other person, whether they are disclosed or not.
- 3.3 The property is also sold subject to all restrictions as to the use of the Land pursuant to any legislation or regulation or requirement made by any authority under any order, plan, permit, scheme or overlay. No such restriction shall constitute a defect in the vendor's title.
- 3.4 The purchaser shall not make any claim against the vendor whatsoever in respect of any of the abovementioned points.

#### **4 ENTIRE AGREEMENT AND NO REPRESENTATIONS**

- 4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or in the Vendor's Statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.
- 4.2 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.
- 4.3 If any provision of this contract and/ or its application are deemed unfair, unenforceable or void under Australian consumer law then that part will be deemed severed from this contract and the remaining clauses shall not be affected and will remain enforceable.

#### **5 GUARANTEE**

- 5.1 Where the purchaser is a corporation (or a trust with a corporate trustee) not listed on an Australian stock exchange, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed in compliance the Corporations Act (2001) Cth and with a pen-and-ink wet signature.
- 5.2 Where the purchaser is a trust where the trustees are natural persons, the purchaser shall obtain the execution of a guarantee in the form annexed hereto, contemporaneously with the signing of the contract by or on behalf of the purchaser. The guarantee must be executed with a pen-and-ink wet signature.
- 5.3 This contract is conditional upon a digital copy of the signed guarantee being delivered via electronic means to the vendor's representative within three business days of the contract date, and the original signed guarantee being delivered to the vendors representative prior to settlement. If the duly completed and executed guarantee is not delivered within the times specified, the purchaser shall be in default under this contract.
- 5.4 Should the purchaser not comply with this condition, in addition to the vendors other rights under this contract, the purchaser shall pay the vendor's legal costs of \$660.00.

#### **6 PERSONAL LIABILITY**

The purchaser agrees that, other than for an act of fraud or dishonesty of that specific person:

- a) No employee, director or former director of the vendor will bear any liability to the purchaser in respect of this contract; and
- b) No adviser or representative of the vendor providing a service to the vendor relating to this contract will have any liability to the purchaser in respect of any matter arising before, at or after settlement of this contract.

## **7 BUILDING**

- 7.1 The purchaser acknowledges and declares that they have purchased the property as a result of their own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by-law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 7.2 The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian building regulations, municipal by-laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed.
- 7.3 Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the vendor's title and the purchaser shall not claim any compensation whatsoever from the vendor, nor require the vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

## **8 GOODS**

- 8.1 The purchaser shall not require the chattels fixtures and fittings to be in working order at the date of settlement, nor shall any compensation be claimed against the vendor thereto.
- 8.2 The purchaser acknowledges that he has satisfied himself of the condition of all fittings, appliances and chattels included in this sale.

## **9 TIME AND SETTLEMENT**

- 9.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the balance on the settlement date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation, then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 9.2 The purchaser shall provide a completed statement of adjustments ("adjustments") as well as all searches relied on in making their calculations no later than seven (7) Business Days before the settlement in order to provide the vendor and the vendor's representative sufficient time to communicate with the vendor, confirm the information contained within the adjustments and to provide directions for the proceeds of settlement funds.

- 9.3 The purchaser shall complete all tasks and compel their mortgagee (and any other party required by the purchaser to complete the settlement) to complete all tasks on the electronic settlement platform, that is required to bring the workspace (or any other such similar name) to a status that settlement is ready to proceed, a minimum of one hour prior to the agreed, scheduled settlement time.
- 9.4 Should settlement be delayed from the agreed, scheduled time on the due date for settlement due to an action or non- action by the purchaser or the purchaser's mortgage, each such delay shall be deemed a default.
- 9.5 The purchaser shall pay to the vendor's representative \$55.00 for each breach or default of the clauses contained within this condition to allow for the vendor's extra conveyancing costs (including communicating with the vendor, the real estate agent and the vendor's mortgagee) due to the purchaser's delay or default.
- 9.6 If the vendor's mortgagee(s) and/or caveator(s) are unable to rebook settlement immediately due to a purchaser's default in settlement, the purchaser's delay in settlement will be deemed to be the date
- that the vendor's mortgagee(s) and/or caveator(s) are in a position to settle and interest and other costs payable under this clause shall be payable until settlement occurs.

## 10 **DEFAULT**

- 10.1 General Conditions 33-35 (GC33-35) contained in the contract of sale of real estate prescribed under section 99 of the Estate Agents Act 1980 shall not apply to the contract attached hereto and the following special condition shall apply instead.
- 10.2 A purchaser who breaches this contract must pay to the vendor on demand:
- a) The full amount payable under the contract attached hereto, whether due to be paid or not; and
  - b) Compensation for any reasonably foreseeable loss to the vendor resulting from the breach; and
  - c) Any interest due under the contract attached hereto as a result of the breach.
- 10.3 The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever or however arising. 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 the 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, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the property calculated from the due date for settlement;
  - c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
  - d) Any additional legal costs and expenses occasioned by the default as between client and conveyancer and/ or solicitor and client on an indemnity basis;
  - 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.
- 10.4 The purchaser agrees that the reasonable costs of each and every default is the sum of \$440.00 plus GST) together with a further sum of \$1,000.00 (plus GST) for each and every default notice prepared and served on the purchaser or his representative.
- 10.5 General Condition 33 is deleted. If the purchaser defaults in payment of any money under this contract the purchaser shall pay to the vendor interest at the rate being 4 per cent higher than the rate prescribed from time to time pursuant to section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

## **11 DEPOSIT**

- 11.1 The vendor and the purchaser hereby authorise the vendor's representative to invest the whole or any part of the deposit in an Australian trading banking institution, but the representative need not invest the deposit.
- 11.2 The purchaser shall, within three Business Days of being requested to do so, provide their tax file number to the vendor's representative.
- 11.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.
- 11.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's representative of the purchaser's tax file number.
- 11.5 If the due date for the payment of the deposit is not completed in the particulars of sale then the vendor and purchaser agree that the deposit is immediately due and payable to the vendor on the day of sale of this contract.

## 12 MERGER

All obligations which remain to be performed by the purchaser after settlement shall remain in full force and effect notwithstanding the settlement. However, all terms and conditions to be performed by the vendor shall merge absolutely in the registration of the transfer of land to the purchaser.

## 13 FOREIGN INVESTMENT REVIEW BOARD (FRB) APPROVAL

- 13.1 If the named purchaser or the nominated purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval ("FIRB approval") from the Foreign Investment Review Board ("FIRB") of the Commonwealth of Australia and shall be deemed to be in default under this contract unless a copy of the FIRB approval letter is provided for the named purchaser and/or the nominated purchaser or evidence that the named purchaser or the nominated purchaser meet the criteria to be exempt from obtaining approval FIRB approval on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the nomination form (whichever is the earlier date).
- 13.2 The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the Land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract.
- 13.3 The vendor shall retain an equitable interest in the Land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## 14 NOMINATION

- 14.1 The purchaser shall have no right to nominate except in accordance with this special condition and shall have no right to nominate while they are in default under this contract.
- 14.2 Any nomination under this contract must be completed with a pen-and-ink wet signature.
- 14.3 This contract is conditional upon a digital copy of the signed nomination being delivered via electronic means to the vendor's representative within three business days of the date the nomination is signed, and the original signed nomination being delivered to the vendor's representative prior to settlement. If the duly completed and executed nomination is not delivered within the times specified, the purchaser shall be in default under this contract.
- 14.4 If the named purchaser chooses to nominate a substitute or additional purchaser (herein referred to as the "nominee") the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent to such nomination that:

- a) The purchaser's representative shall not submit any nomination documents to the vendors representative where the nominated purchaser is still required to seek approval from the FIRB;
- b) Any nomination must be made at least ten Business Days before the settlement date.
- c) If the purchaser chooses to nominate it must deliver to the vendor's representative:

- I. The nominee's full name, address and where the contract is for the sale of an unregistered lot on a proposed plan of subdivision the nominee's tax file number;
- II. A statement (where the margin scheme applies to this contract) from the nominee confirming that they accept and agree that the vendor will use the margin scheme to calculate the GST applicable to the taxable supply under this contract of sale;
- III. A statement (where "going concern" has been inserted in the relevant box in the Particulars of Sale) from the nominee confirming that they are registered for GST and that the going concern exemption will apply to this contract of sale;
- IV. A warranty by the nominee that FIRB approval is not required and that the purchaser and the nominee indemnify the vendor against all charges and losses (including those for which the vendor may become liable) due to the vendor relying on this warranty;
- V. An acknowledgement by the nominee of the receipt of a copy of the Vendor's Statement;
- VI. A statement from the nominee that acknowledges that the vendor will incur additional conveyancing costs due to the purchaser's nomination as the vendor's representative will be required to (amongst other tasks) check the validity of the nomination (including the nominated purchaser's acceptance of the contract conditions and the Vendor's Statement, GST treatment in the contract and execution of the guarantee (where applicable)), advise the vendor on the consequences of the nomination, update their system records, conduct and pay for company searches (where applicable), re-prepare the State Revenue Office's stamp duty declaration and re-prepare the notices of disposition. The nominee therefore agrees to reimburse the vendor \$330.00 for costs incurred by the vendor's representative in relation to the nomination at settlement.
- VII. A statement from the purchaser and the nominee confirming the deposit is given by both the purchaser and the nominee and that the vendor's representative or the vendor's real estate agent are authorised, at their discretion, to rename any existing interest bearing account or transfer the deposit in to a new interest bearing trust account.
- VIII. A personal guarantee executed by each director of the nominee (In the instance that the nominee or one or more of them is an incorporated body) in accordance with special condition "guarantee".

## **15 GST AND OTHER MONIES**

- 15.1 GST shall be deemed to be part of the purchase price.
- 15.2 If the purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the vendor shall retain an equitable interest in the Land hereby sold until all GST, interest, penalties, costs and all other money due to the vendor under any written or oral agreement has been paid in full.



- 15.3 If the purchaser is required to pay GST in addition to the price, then the vendor may call upon the purchaser to pay GST in addition to any and all amounts due under this contract.
- 15.4 The purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or a goods and services tax (hereinafter called "GST") together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice.
- 15.5 Unless the price negotiated as set out in the contract is specified in writing to be inclusive of GST, then any price shall be exclusive of GST and the said GST shall be paid in the sum of ten percent of the said price and shall be deemed to be part of the purchase price. The purchaser shall pay any such GST and the failure of the purchaser to pay any GST, interest, penalties and costs upon demand, shall be deemed to be a breach of the contract.
- 15.6 This condition shall not merge with the settlement and the GST together with all interest, penalties and costs shall be recoverable by the vendor as a liquidated debt payable on demand and the vendor shall retain an equitable interest in the Land sold until all moneys due under the contract and this special condition are paid in full.
- 15.7 The vendor shall retain an equitable interest in the Land being sold until all GST, interest, penalties, costs and all other money due to the vendor under this contract and any other agreement has been paid in full.

## **16 MEDIATION**

- 16.1 At the vendor's discretion, the undersigned purchaser agrees to resolve all disputes with the vendor through mediation. Should any dispute arise the purchaser must complete the contract and pay the balance or purchase money without deduction, regardless of the circumstances and can only reserve the right to seek compensation following the final settlement.
- 16.2 Should the vendor elect mediation as the method to resolve any dispute, the parties agree to jointly appoint a mediator from three mediators nominated by the vendor's conveyancer or lawyer and agrees to observe the instructions of the mediator about the conduct of the mediation.

## **17 ELECTRONIC CONVEYANCING**

- 17.1 The vendor may at their sole discretion elect for settlement and lodgement to be conducted electronically, by notice in writing to the purchaser at any time prior to settlement. If the vendor elects for the settlement and lodgement to be conducted electronically in accordance with electronic conveyancing national law.
- 17.2 The purchaser shall not be permitted to communicate with the vendor or the vendor's mortgagee through the electronic conveyancing workspace (the "workspace") and the vendor does not accept service of any correspondence through the workspace.

- 17.3 Settlement of this contract shall occur when the workspace records that the exchange of the balance of funds due under this contract have been paid in accordance with the instructions of the vendor's representative has occurred and/or the documents necessary to enable the purchaser to become the registered proprietor of the Land have been accepted for electronic lodgement.
- 17.4 It is further agreed that in the event that an error occurs, all parties must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment and the vendor shall retain an equitable interest in the Land hereby sold until all mistaken payments have been recovered including but not limited to any interest, penalties, costs and all other money due to the vendor has been paid in full.
- 17.5 If settlement does not occur on the settlement date due to an electronic or computer system failure at any of the purchaser's representative, vendor's representative, the state revenue office, the electronic lodgement network, the registrar or the reserve bank of Australia, the parties agree that the failure to settle will not constitute a breach or default under this contract by either party.

**18 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX (FRCGW)**

- 18.1 This special condition applies if the contract is signed on or after the 1<sup>st</sup> July 2017 and the market value of the Land and goods forming part of this contract, is \$750,000.00 or greater (or any other threshold defined in the Taxation Administration Act 1953 (Cth) as amended from time to time). For the avoidance of doubt the market value has the same meaning as the market value defined in Schedule 1 to the Taxation Administration Act 1953 (Cth) as amended from time to time.
- 18.2 If this special condition applies, then every vendor under this contract shall be deemed a foreign tax resident for the purposes of this special condition and the purchaser shall be entitled to withhold 12.5% (or any other withholding rate defined in the Taxation Administration Act 1953 (Cth) as amended from time to time) of the market value of the Land and goods forming part of this contract at settlement, unless the each vendor provides to the purchaser, on or before the settlement date, a valid clearance certificate or document issued by the Australian Taxation Office evidencing variation of the amount (in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth)) (hereinafter called the "withholding amount").
- 18.3 Where a withholding amount is withheld, each purchaser is required to:
- a) Provide evidence to the vendor's representative that they are in possession of a valid "purchaser payment notification" form (containing a payment reference number) issued by the Australian Taxation Office one Business Day before settlement; and
  - b) Pay the withholding amount collected at settlement to the Australian Taxation Office by electronic payment (funds transfer) or at Australia Post no later than 5pm on the next Business Day after settlement; and
  - c) Provide evidence by way of a receipt from either Australia Post or the Australian Taxation Office to the vendor's representative no later than 5pm on the next Business Day after the payment has been made to the Australian Taxation Office.

- 18.4 The purchaser will remain liable for the payment of the withholding amount and shall be responsible for any penalties or interest payable to the commissioner on account of late payment of the amount and the vendor shall retain an equitable interest in the Land hereby sold until all tax withholding amounts, interest, penalties, costs and all other money due to the Australian Taxation Office on behalf of the vendor has been paid in full. This special condition shall not merge with settlement.

## 19 DIGITAL DUTIES FORM

- 19.1 The vendor will create the State Revenue Office digital duties form through duties online and invite the purchaser to complete the remainder of the State Revenue Office digital duties form as soon as practicable after the date of sale. Should the purchaser un-sign the digital duties form if the vendor's contents are completed in accordance with the contract of sale particulars (or any nomination

submitted to the vendor's representative in accordance with special condition "nomination"), the purchaser shall pay the vendor's additional conveyancing fees of \$55.00 each time for the vendor's representative to arrange the re- execution of the digital duties form including providing advice and an explanation to the changes to the vendor).

- 19.2 The purchaser must complete all remaining sections of the digital duties form and must sign and invite the vendor to sign the State Revenue Office digital duties form no less than seven days before settlement.

- 19.3 The late delivery of the digital duties form or the purchaser's removal of the purchaser's signature from the digital duties form less than seven days before settlement shall be deemed to be a default under this contract and the vendor will not be obliged to complete the settlement of the contract until the expiration of seven days after the date of delivery of the digital duties form or until the expiration of seven days from the date the purchaser resigns the digital duties form (at the vendor's discretion). In addition, the purchaser shall be deemed to have made a default in the payment of the balance of the purchase price and shall pay any default costs and interest due under this contract, without the necessity for any notice in writing whether under General Condition 27 or otherwise.

- 19.4 Should the purchaser require that the land transfer duty assessment be by complex assessment through the State Revenue Office prior to settlement the purchaser must notify the vendor's representative of this requirement a minimum of forty-five days before settlement to enable the parties a reasonable period of time to complete and sign the State Revenue Office digital duties form through duties online as well as allowing sufficient time for the State Revenue Office to assess the duty prior to settlement. Should the purchaser fail to inform the vendor's representative prior to forty-five days before settlement, or the purchaser delays in completing or signing the digital duties form and settlement is subsequently delayed due to the failure of the State Revenue Office to assess duty in time for settlement, the purchaser shall be deemed to be in default under the contract.

## 20 GST WITHHOLDING

- 20.1 Words and expressions defined or used in subsection 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those acts.
- 20.2 The purchaser must:
- a) Engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - b) Ensure that the representative does so.
- 20.3 The vendor hereby provides the purchaser with a GST withholding notice in accordance with sections 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.
- 20.4 No GST withholding is required unless the below box in subsection (a) is crossed:
- a) GST withholding is required unless the purchaser is registered for GST and acquires the Land for creditable purposes in accordance with section 14-255(2) of schedule 1 to the Taxation Administration Act 1953 (Cth).
  - b) The vendor is therefore also required to provide the following information:
    - I. The name of the vendor/s and the ABNs are provided in the Particulars of Sale in this contract of sale.
    - II. The purchaser must retain from the vendor's settlement proceeds and remit to the Commissioner on the due date of the payment of balance is:
    - III. 1/11<sup>th</sup> of the Price if the price is expressed as "plus GST" or the margin scheme is not applied in the Particulars of Sale.
    - IV. 7% of the Price if the margin scheme is applied in the Particulars of Sale.
    - V. The market value of the property is the Price in the Particulars of Sale.
- 20.5 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- a) The penalties or interest arise from the vendor's failure to comply with their obligations,
  - b) The purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the commissioner in accordance with section 14-250 (1) of schedule 1 to the Taxation Administration Act 1953 (Cth).
  - c) The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 20.6 This special condition will not merge on settlement.

## **21 LOAN**

- 21.1 The purchaser is required to inform the vendor's representative within 1 Business Day that their loan approval has been granted, at which time the finance clause shall no longer be enduring for the benefit of the purchaser. The purchaser's failure to comply with this condition will result in the purchaser paying the vendor's losses due to the delay including, but not limited to, the vendor's additional legal fees (a minimum of \$220.00), lost interest and other costs associated with the vendor's purchase of other properties (if any) dependent on the purchaser's finance approval for the contract herein.
- 21.2 General Condition 14.2 is amended by substituting "...if the loan is not approved by the approval date" with "...by 3pm on the approval date if the loan is not approved".
- 21.3 General Condition 14.2 (c) is amended by substituting "...within 2 clear business days after the approval date or any later date allowed by the vendor" with "...by 3pm on the approval date or 3pm on any later date allowed by the vendor."

## **22 CONFIDENTIALITY**

The information exchanged under this contract and negotiations preceding the contract are confidential. The purchaser must not (without the prior written consent of the vendor) disclose such information unless required by law or unless the disclosure is to the purchaser's employees, officers, financiers, consultants or advisers as is required in order for the purchaser to perform their duties under this contract and the purchaser shall ensure the confidentiality of these persons.

## **23 EXTENSION REQUESTS**

Should the purchaser request an extension to any condition enuring for the benefit of the purchaser (excluding the settlement date) the purchaser must pay \$110.00 to the vendor's representative at settlement, for each extension request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

## **24 VARIATION REQUEST**

Should the purchaser request any variation to the settlement date or other variation of the terms of this contract after the date of sale, the purchaser must pay \$220.00 to the vendor's representative at settlement, for each variation request. The purchaser agrees this fee is the vendor's reasonable estimate of additional legal costs incurred by the vendor to facilitate the request, even if the request is not made directly through the vendor's representative.

## **25 SOLAR PANELS**

In respect of any solar panels that are installed at the property, the vendor warrants that they are owned by the vendor and will be unencumbered and transferred to the purchaser at settlement. However, the vendor makes no warranties or any representations in relation to their condition, any electricity generated by them, that they have been properly installed, their input or feed in tariff rate. Any agreement between the vendor and the purchaser with an energy supplier will not pass to the purchaser and shall cease at settlement.

## 26 **NOTICES**

A default or rescission notice given by the purchaser to the vendor under this contract shall only be delivered by pre- paid post and shall be taken to be made and received three Business Days after the day of posting, or where it is posted in the period between 20th December and 7th January in each year, shall be deemed to be received three Business Days after the 7th January following the date of postage.

## 27 **LEASE AGREEMENTS**

The purchaser shall not be entitled to any other lease or tenancy documentation other than that attached to the Vendor's Statement. The purchaser will not require the vendor to provide any further lease or tenancy documentation or amend the documentation nor pay any costs of amending the documentation. The purchaser will not be entitled to refuse or delay settlement or claim any compensation or damages as a result of the vendor not being able to deliver an original copy of the lease or tenancy documentation at settlement. This special condition shall not merge with settlement.

## 28 **POWER OF ATTORNEY**

Where the Contract of Sale is executed by the vendor pursuant to a POA, the purchaser shall not be entitled to make any objection to the execution of the Contract of Sale and/or any other documents authorised under a Power of Attorney with the only exception being to confirm whether or not the Power of Attorney has been revoked prior to settlement.

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.



- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

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## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

## 17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
  - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
  - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## 18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.



- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**22. PEST REPORT**

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

**23. ADJUSTMENTS**

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

**24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;

despite:

  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through an electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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



## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

<b>Land</b>	58 MASERATI DRIVE, EPPING 3076	
<b>Vendor's name</b>	Olinda Jackson Pty Ltd	<b>Date</b>
<b>Vendor's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		

## Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

### 1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$  To \$

Other particulars (Including dates) and times of payments:

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#### 1.3 Terms of Contract

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

Not applicable.

#### 1.4 Sale Subject to Mortgage

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

Not applicable.

### 2. INSURANCE

#### 2.1 Damage and Destruction

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

Not applicable.

#### 2.2 Owner-Builder

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

Not applicable.

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.*

### 3. LAND USE

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

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

☒ \*Is in the attached copies of title document/s.

☐ \*Is as follows:

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

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

**3.4 Planning Scheme**

Attached is a certificate with the required specified information

**4. NOTICES**

**4.1 Notice, Order, Declaration, Report or Recommendation**

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

Not applicable.

**4.2 Agricultural Chemicals**

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

**4.3 Compulsory Acquisition**

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

**5. BUILDING PERMITS**

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

Not applicable.

**6. OWNERS CORPORATION**

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

6.1 Not applicable.

**7. ☐ GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

## 8. SERVICES

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

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

Attached are copies of the following documents:

### 9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

### 10.2 Staged Subdivision

Not applicable.

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. ☐ DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not applicable.

## 12. DUE DILIGENCE CHECKLIST

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

## 13. ATTACHMENTS

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

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

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

58 MASERATI DRIVE, EPPING 3076  
58 MASERATI DRIVE, EPPING 3076  
Register Search Statement (Title) Volume 10833 Folio 520  
Instrument Search AL041030T  
Instrument Search AD153444J  
Instrument Search AD610882M  
Electronic Instrument AR356287U  
Copy of Plan PS446865X  
State Revenue Office: Land Tax Certificate - 10833/520  
Vicroads: Vicroads Certificate - 10833/520  
Whittlesea: Land Information Certificate - 10833/520  
Department of Environment, Land, Water & Planning: Planning Certificate Express - 10833/520  
Yarra Valley Water: Water Information Statement - 10833/520

# Due diligence checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

#### ***Are you moving to a growth area?***

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

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

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



## Rural properties

### ***Moving to the country?***

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

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

### ***Can you build new dwellings?***

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

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

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

## Soil and groundwater contamination

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

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

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

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

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

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

Page 1 of 1

VOLUME 10833 FOLIO 520

Security no : 124108545438G  
Produced 23/08/2023 12:23 PM

### LAND DESCRIPTION

Lot 7 on Plan of Subdivision 446865X.  
PARENT TITLE Volume 10788 Folio 834  
Created by instrument PS446865X 08/10/2004

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
OLINDA JACKSON PTY LTD of 11 BLUEGUM COURT MILL PARK VIC 3082  
AL041030T 28/04/2014

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR356287U 16/08/2018  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS446865X 08/10/2004

COVENANT AD610882M 11/05/2005

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  
AD153444J 01/10/2004

### DIAGRAM LOCATION

SEE PS446865X 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: 58 MASERATI DRIVE EPPING VIC 3076

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 16/08/2018

DOCUMENT END

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# TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Address:

Phone:

Ref:

Customer Code:

MOM

7370A



Vict

AD610882M

11/05/2005 \$317 45



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed

-together with any easements created by this transfer;

-subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and

-subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 10833 Folio 520

Estate and Interest: (e.g. "all my estate in fee simple")

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$92,857.00



DAD610882M-1-7

Transferor: (full name)

URBAN INVESTMENT HOLDINGS PTY LTD A.C.N. 066 557 446

Transferee: (full name and address including postcode)

DONE-RITE DEVELOPMENTS PTY LTD A.C.N.  
OF 3 SOVEREIGN COURT EPPING 3076

Directing Party: (full name)

Creation and/or Reservation and/or Covenant:

And the said transferees with the intention that the benefit of this covenant shall be attached to and run at law and in equity with every lot on the said Plan of Subdivision other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for themselves their heirs executors administrators and transferees and as separate covenants covenant with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the said Plan of Subdivision and every part or parts thereof other than the lot hereby transferred that the said Transferees their heirs executors administrators and transferees shall:

Continued on T2 Page 2

Approval No. 1766038A

ORDER TO REGISTER  
Please register and issue title to

STAMP DUTY USE ONLY

524 A/g/s B/Pw/ 18/4/05

T2



Signed

Cust. Code:

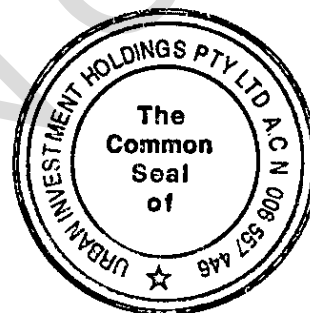
Original Land Transfer  
Stamped with \$2,029.00  
Doc ID 1956138, 18 Apr 2005  
SRO Victoria Duty, PSE1

THE BACK OF THIS FORM MUST NOT BE USED

1. Not erect on Lots other than Nos 108,135,151, 156 and 157 (all inclusive) any dwellings other than a single dwelling house with usual outbuildings.
2. Not erect on the land hereby sold any building unless such building complies with Bluestone Views Design Guidelines unless further approval is obtained from the responsible authority.
3. Not permit any caravan or like accommodation to occupy the lot during or proceeding construction of a dwelling house.
4. Not permit the Lot to be maintained other than in a clean and tidy condition during construction phase of any dwelling house.
5. Not keep place or maintain any caravan, boat, trailer or commercial vehicle with a carrying capacity of one tone or greater on the land in a manner that such vehicle or boat is visible from the roadway.



DAD610882M-2-5



Dated:

19-4-05

Execution and attestation

THE COMMON SEAL of URBAN INVESTMENT HOLDINGS  
PTY LTD A.C.N. 006 557 446 was affixed in the presence of  
Authorised persons:

Director:.....  
FULL NAME: WILLIAM GEORGE ANDERSON  
ADDRESS: Level 2/479 ST KILDA ROAD  
MELBOURNE 3004

Secretary:.....  
PETER LAW HUTCHINS  
114 QUEEN STREET ALTONA 3018

EXECUTED BY DONE-RITE DEVELOPMENTS  
PTY LTD was affixed in the presence of authorised  
Persons in the presence of:

Signature

Full Name: VASKO ATANASOVSKI  
Current address: Director

Signature

Full Name: ALEX AHIDJANSKI  
Current address: 3 Sovereign Court  
Director Epping 3026

Approval No 1766038A

T2 Page 2



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AD610882M

11/05/2005 \$317 45



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# TRANSFER OF LAND

AL041030T

Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Address: FMS 360

Phone: 145 9871

Ref: 15450G

Customer Code: 15450G

## Privacy Collection Statement

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

## MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*

Certificate of Title Volume 10833 Folio 520

Estate and Interest: *(e.g. "all my estate in fee simple")*

ALL MY ESTATE IN FEE SIMPLE

Consideration:

\$375,000.00

Transferor: *(full name)*

WALID WARDAK

Transferee: *(full name and address including postcode)*

OLINDA JACKSON PTY LTD 159 982 475

of 11 Bluegum Court Mill Park

Directing Party: *(full name)*

Not Applicable

Dated: 22/4/2014

Execution and attestation

SIGNED by the Transferor/s in )

in the presence of: )

Witness: A Zammitt

EXECUTED by OLINDA JACKSON PTY LTD

By being signed by the person who is authorised to  
Sign for the Company:

Paula Kemp  
Sole Director & Sole Company Secretary.

Full Name: PAULA KEMP

Current Address: 11 Bluegum Court Mill Park

Approval No 17661308A.

ORDER TO REGISTER

Please register and issue title to

STAMP DUTY USE ONLY

T1



Signed

Cust. Code:

3240314.

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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

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AD153444J

01/10/2004 \$59

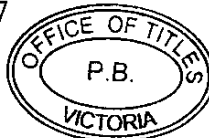
173



Form 13

**Application by a responsible  
authority for the making of a  
recording of an agreement**  
Section 181 Planning and Environment Act 1987

Lodged at the Land Titles Office by:



Name: Clements Hutchins & Co  
Phone: 9398.2377  
Address: 114 Queen Street Altona 3018  
Ref: PH:SH 4686  
Customer Code: 637X

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 of Title Volume 10788 Folio 834

Authority: Whittlesea City Council of Civic Centre, Ferres Boulevard, South  
Morang 3752

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

GRAENIE BRENNAN

Office held:

CHIEF EXECUTIVE OFFICER

Date:

30.9.2004



DAD153444J-1-8

B 8/10/04



**Deacons**

Dated



DRD153444J-2-6

## **PLANNING AGREEMENT**

Parties

**WHITTLESEA CITY COUNCIL**

**URBAN INVESTMENT HOLDINGS PTY LTD (ACN 006 557 446)**

### **Contact**

**Juliette Halliday**

Senior Associate

385 Bourke Street, Melbourne VIC 3000

Telephone: +61 (0)3 8686 6168

Email: [juliette.halliday@deacons.com.au](mailto:juliette.halliday@deacons.com.au)

Website: [www.deacons.com.au](http://www.deacons.com.au)

Our ref: 247670

**AD153444J**

01/10/2004 \$59

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DAD153444J-3-4

**AD153444J**

01/10/2004 \$59 173





THIS AGREEMENT is made the <sup>28</sup> day of ~~SEPTEMBER~~ 2004 pursuant to Section 173 of the Planning and Environment Act 1987 (the "Act")

**PARTIES:**

**CITY OF WHITTLESEA**

of Civic Centre, Ferres Boulevard, South Morang in the State of Victoria  
(the "Responsible Authority")

**AND**

**URBAN INVESTMENT HOLDINGS PTY LTD (ACN 006 557 446)**

of Level 2, 479 St Kilda Road in the State of Victoria  
(the "Owner")

**RECITALS:**

- A. The Responsible Authority is responsible for the administration and enforcement of the Whittlesea Planning Scheme pursuant to the provisions of the Act.
- B. The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in Certificate of Title Volume 10267 Folio 274 being Lot 42B on Plan of Subdivision 345242A and known as Maserati Drive, Epping (the "Land").
- C. On 2 September 2003 the Responsible Authority issued Planning Permit No. 707651 in relation to the land located at 50 Maserati Drive, Epping for the staged subdivision of the land into residential allotments in accordance with the endorsed plans (the "Planning Permit"). Following a formal request made on behalf of the Owner under section 72 of the Act, the Responsible Authority made amendments to the Planning Permit on 6 May 2004.
- D. Condition 18 of the Planning Permit (as amended) provides:

"18. Prior to Statement of Compliance for the subdivision, the landowner must enter into an agreement with the Responsible Authority pursuant to section 173 of the Planning and Environment Act 1987 to the effect that any (sic) lot containing a building envelope must be developed in accordance with the Building Envelope Plan(s) and any conditions/requirements thereof approved under this Permit, unless written consent is obtained from the Responsible Authority to vary the Plan.

*The costs for preparation and execution of the Agreement shall be borne by the permit holder."*





- E. The parties enter into this Agreement to facilitate the requirements referred to in Recital D above.

## IT IS AGREED

### 1. Definitions

In this Agreement, the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- (1) the "**Act**" means the Planning and Environment Act 1987;
- (2) "**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) "**Building**" shall have the same meaning as set out in section 3(1) of the Act;
- (4) "**Building Envelope Plan**" means the plan attached at Schedule 1 of this Agreement as endorsed under condition 18 of the Amended Permit;
- (5) "**Land**" means the land described in Recital B;
- (6) "**Owner**" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (7) "**Planning Permit**" means the Planning Permit described in Recital C as amended including the plans endorsed under it.
- (8) "**Planning Scheme**" means the Whittlesea Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (9) "**Responsible Authority**" means Whittlesea Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;
- (10) "**Tribunal**" means the Victorian Civil and Administrative Tribunal.

### 2. Interpretation

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.





- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (10) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.
- (11) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### **3. Specific Obligations of the Owner**

The Owner agrees that buildings may only be constructed on lots 1-36 and 52-58 on plan of subdivision PS446865X and lots 76-82 on plan of subdivision PS 519882T and lots 146-150, 162-169 and 184 on plan of subdivision PS518168X within the designated building envelopes as shown on the plans at Schedule 1 to this Agreement unless the Responsible Authority grants consent in writing to the amendment of such building envelopes or the construction of any part of any building outside such building envelope. "Building" should be defined to have the same meaning as in Section 3 of the Act.

### **4. Further Obligations of the Owner**

The Owner further agrees that:

#### **4.1 Notice and Registration**

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

**AD153444J**

01/10/2004 \$59 173







DRD153444J-7-7

#### 4.2 **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 Land.

#### 4.3 **Registration of Agreement**

The Owner will do all things necessary to enable the Responsible Authority make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

#### 4.4 **Responsible Authority's Costs to be Paid**

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

#### 4.5 **Indemnity**

The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

#### 4.6 **Council Access**

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

### 5. **Further Assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

### 6. **Agreement under Section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

### 7. **Agreement Runs with the Land**

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land that run at law and in equity with Land and bind the Owner.

AD153444J

01/10/2004 \$59 173 4





## 8. Owner's Warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land.

## 9. Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

## 10. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title must be required to:

- (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (2) execute a deed agreeing to be bound by the terms of this Agreement.

## 11. General Matters

### 11.1 Service of Notice

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

### 11.2 Time of Service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;

**AD153444J**

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DAD153444J-9-3

- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

### 11.3 No Waiver

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

### 11.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

### 11.5 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 shall be severed and the other provisions of this Agreement shall remain operative.

### 11.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation to such provision, the dispute must be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties must be entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 11.6(2) and 11.6(3) above, unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

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#### 11.7 No Fettering of Responsible Authority's Powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

#### 12. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

#### 13. Amendment

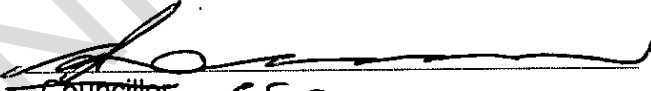
Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement.

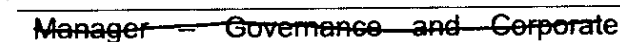
#### 14. Ending of Agreement

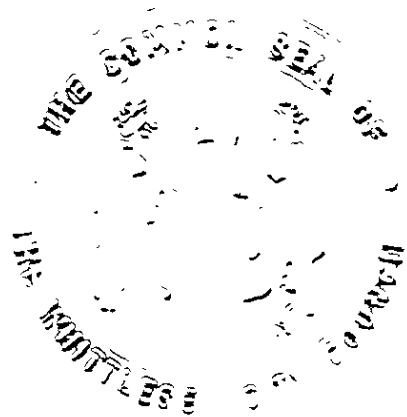
Once this Agreement ends, the Responsible Authority will, as soon as practicable following a request from the Owner and at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

**IN CONFIRMATION** of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

THE COMMON SEAL of WHITTLESEA )  
CITY COUNCIL was hereunto affixed in the )  
presence of: )

  
Councillor CEO

  
Manager Governance and Corporate  
Support



AD153444J

01/10/2004 \$59 173





AD153444J-11-4

Executed by **Urban Investment Holdings Pty Ltd** ACN 006 557 446  
in accordance with section 127 of the  
Corporations Act 2001:

Director/company secretary

**GEOFFREY CLOSTER**

Name of director/company secretary  
(BLOCK LETTERS)

Director

**WILLIAM G. ANDERSON**

Name of director  
(BLOCK LETTERS)

Signed by **Paul Bufalino**

Who certifies that he is a Level I and II Attorney pursuant  
to a power of Attorney dated 15th day of November  
1991 a Certified copy of which is lodged in the Permanent  
Order Book No. 277 at Page 4 in the presence of:

**SUNCORP-METWAY LTD.**  
**A.C.N. 010 831 722**  
by its duly constituted  
Attorney

**AD153444J**

01/10/2004 \$59 173



## Schedule 1

### “Building Envelope Plans”



DAD153444J-12-8

**AD153444J**

01/10/2004 \$59

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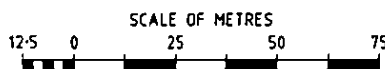
# NEIGHBOURHOOD DESIGN PLAN

LOTS 1 TO 36 & LOTS 52 TO 58 ON PS446865X.

STAGE 1 "BLUESTONE VIEWS" ESTATE

EPPIING NORTH

CITY OF WHITTLESEA



Development of the lots shown shall accord with the requirements of Clause 54 of the Whittlesea Planning Scheme except as follows.

**SETBACKS FROM OTHER BOUNDARIES** - no dwelling shall be located closer to boundaries other than the distance shown in metres eg. 4. Where the option is utilised of siting a dwelling on the boundary or setback the minimum alternative distance shown in metres eg. 0 or 1, the dwelling must be located either on the boundary or setback at least the prescribed minimum alternative distance.

**GARAGE SETBACKS** - all garages shall be setback five metres from road frontages except that garages may be erected on a side boundary within the side setback shown or on the rear boundary for rear access lots.

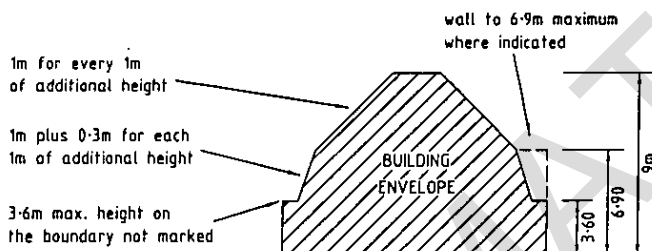
**HEIGHT LIMITS** - Wall on boundaries designated by the notation ▲ and 1 metre from the boundary shall be erected with a maximum height of 6.9 metres. Where any part of a building exceeds 6.9 metres in height, the building must be set back from a side or rear lot boundary a minimum of 1 metre plus one metre for each one metre over 6.9 metres up to a maximum of 9 metres as as detailed on the Building Envelope Profile Diagram.

**CAR PARKING** - the siting of one dwelling shall allow for the accommodation of at least 2 vehicles on site with at least 1 capable of being accommodated within a garage. Vehicles may be parked in tandem.

**BUILDING SITE COVERAGE** - 60% maximum

**PRIVATE OPEN SPACE** - 80 square metres or 20% of site area, which is lesser, but not less than 40 square metres.

**AMENDMENTS AND VARIATIONS TO THESE BUILDING ENVELOPES ARE SUBJECT TO THE APPROVAL OF THE RESPONSIBLE AUTHORITY.**



BUILDING HEIGHT PROFILE DIAGRAM  
NOT TO SCALE

## 1. Definitions

Extent of permissible building area

Approved building envelope means documented design parameters that deal with a siting matter regulated by this Part 4 of the building regulations 1994 that -

- (a) are in a planning permit for subdivision issued under the Planning and Environment Act 1987 on or after 1 July 1994, and
- (b) are -
  - (i) in agreement made under section 173 of the Planning and Environment Act 1987 which is registered on the title of the relevant allotment, or
  - (ii) shown as a restriction on a plan of subdivision certified under the Subdivision Act 1988 which is registered on the title of the relevant allotment.

Building means a Class 1 building and a Class 10 building as defined in the Building Code of Australia and includes all attached verandahs, balconies, pergolas, screens, decks, etc.

Dwellings means a Class 1 building as defined in the Building Code of Australia

Height in relation to -

- (a) a building (other than a wall or fence) at any point, means the vertical distance between natural ground level and the top of the roof covering; and
- (b) a fence at any point, means the vertical distance between natural ground level at the base of the fence and the top of the fence.

Private open space means -

- (a) an unroofed area of land, or
- (b) a deck, terrace, patio, balcony, pergola, verandah, gazebo or swimming pool.

Setback from a boundary or building, means a horizontal distance from that boundary or building:

Site Coverage means that part of an allotment which is covered by buildings, expressed as a percentage of the area of the allotment:

Window includes glass panel, glass brick, glass louvre, glazed sash, glazed door, translucent sheeting and other building material located in a wall, including dormer or gable, which transmits natural light directly from outside a building into a room.

## 2. Encroachments

- The following may encroach into the front setback distances by not more than 2.5 metres - porches, verandahs, pergolas that have a maximum height of less than 3.6 metres above natural ground level;
  - eaves, fascias and gutters;
  - sunblinds and shade sails;
  - screens;
  - decks, steps or landings less than 1 metre in height.

- 3. The following may encroach into the side or rear setback distance by not more than 500mm provided that the building setback distance is 1 metre minimum

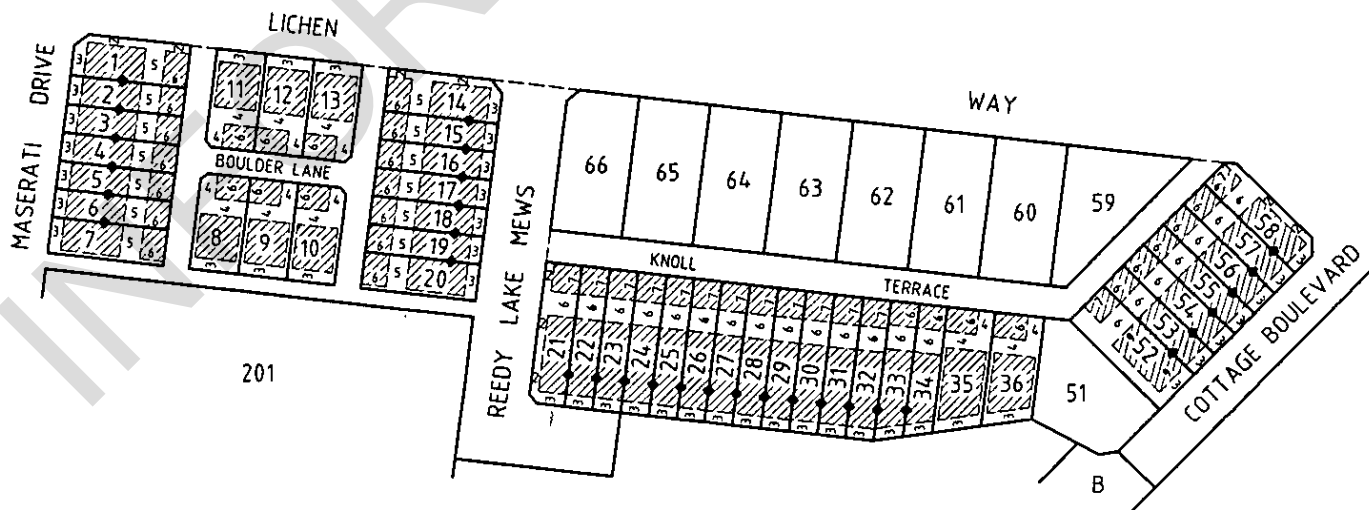
- porches or verandahs
- masonry chimneys
- flues and pipes
- domestic fuel tanks and water tanks
- heating and cooling equipment and other services.

The following may encroach into the side or rear setback distance:

- landings with an area or not more than 2m<sup>2</sup> and less than 1 metre high;
- unroofed stairways and ramps;
- pergolas;
- shade sails;
- eaves, fascia, gutters not more than 600mm in total width;
- garages and carports

- 4. The envelope and associated notes and specifications can only be altered,
  - to the satisfaction of the Whittlesea City Council.

- 5. Lots 1 to 7, 11 of 13, 8 to 10, 14 to 20, <sup>21</sup> 34, 35, 36, 52 to 58 are to be attached double storey developments and ~~have a consistent architectural design~~ in accordance with the endorsed Bluestone Views Development Plan.



**Merrigan**  
Land Development Consultants

**MILLAR & MERRIGAN PTY. LTD.**  
ACN 005 541 668  
126 MERRINDALE DRIVE, CROYDON  
Telephone (03) 8720 9500  
Facsimile (03) 8720 9501  
PO BOX 247 CROYDON VIC 3136



VERSION: 4: 14/9/2004

REF: 11203M3



**Development of the lots shown shall accord with the requirements of Clause 54 of the Whittlesea Planning Scheme except as follows.**

**SETBACKS FROM OTHER BOUNDARIES** - no dwelling shall be located closer to boundaries other than the distance shown in metres eg 4. Where the option is utilised of siting a dwelling on the boundary or setback the minimum alternative distance shown in metres eg. 0 or 1, the dwelling must be located either on the boundary or setback at least the prescribed minimum alternative distance

**GARAGE SETBACKS** - all garages shall be setback five metres from road frontages except that garages may be erected on a side boundary within the side setback shown or on the rear boundary for rear access lots.

**HEIGHT LIMITS** - Wall on boundaries designated by the notation  $\triangle$  and 1 metre from the boundary shall be erected with a maximum height of 6.9 metres. Where any part of a building exceeds 6.9 metres in height, the building must be set back from a side or rear lot boundary a minimum of 1 metre plus one metre for each one metre over 6.9 metres up to a maximum of 9 metres as detailed on the Building Envelope Profile Diagram.

**CAR PARKING** - the siting of one dwelling shall allow for the accommodation of at least 2 vehicles on site with at least 1 capable of being accommodated within a garage. Vehicles may be parked in tandem.

**BUILDING SITE COVERAGE** - 60% maximum

**PRIVATE OPEN SPACE** - 50 square metres or 20% of site area, which is lesser, but not less than 40 square metres.

**AMENDMENTS AND VARIATIONS TO THESE BUILDING ENVELOPES ARE SUBJECT TO THE APPROVAL OF THE RESPONSIBLE AUTHORITY.**

**1. Definitions**

 **Extent of permissible building area**

Approved building envelope means documented design parameters that deal with a siting matter regulated by this Part 4 of the building regulations 1994 that -

(a) are in a planning permit for subdivision issued under the Planning and Environment Act 1987 on or after 1 July 1994; and

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(ii) shown as a restriction on a plan of subdivision certified under the Subdivision Act 1988 which is registered on the title of the relevant allotment.

**Building** means a Class 1 building and a Class 10 building as defined in the Building Code of Australia and includes all attached verandahs, balconies, pergolas, screens, decks, etc.

**Dwellings** means a Class 1 building as defined in the Building Code of Australia.

**Height in relation to -**

(a) a building (other than a wall or fence) at any point, means the vertical distance between natural ground level and the top of the roof covering; and  
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**Private open space means -**

(a) an unroofed area of land; or  
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**Window** includes glass panel, glass brick, glass louvre, glazed sash, glazed door, translucent sheeting and other building material located in a wall, including dormer or gable, which transmits natural light directly from outside a building into a room.

**2. Encroachments**

The following may encroach into the front setback distances by not more than 2.5 metres -  
- porches, verandahs, pergolas that have a maximum height of less than 3.6 metres above natural ground level;  
- eaves, fascias and gutters;  
- sunblinds and shade sails;  
- screens;  
- decks, steps or landings less than 1 metre in height.

3 The following may encroach into the side or rear setback distance by not more than 500mm provided that the building setback distance is 1 metre minimum.

- porches or verandahs  
- masonry chimneys  
- flues and pipes  
- domestic fuel tanks and water tanks  
- heating and cooling equipment and other services.

The following may encroach into the side or rear setback distance:

- landings with an area of not more than 2m<sup>2</sup> and less than 1 metre high;  
- unroofed stairways and ramps;  
- pergolas;  
- shade sails;  
- eaves, fascia, gutters not more than 600mm in total width;  
- garages and carports

4 The envelope and associated notes and specifications can only be altered;  
- to the satisfaction of the Whittlesea City Council

5. Lots 146 to 150, 162 to 169, 184 are to be attached double storey developments and have a consistent architectural design in accordance with the endorsed Bluestone Views Development Plan.

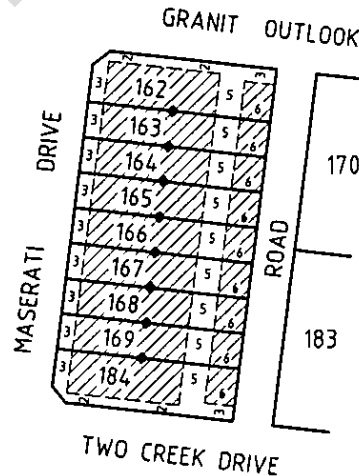
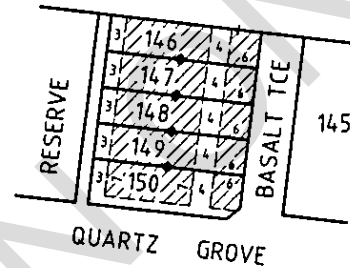
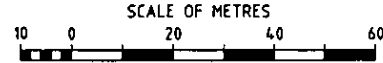
**NEIGHBOURHOOD DESIGN PLAN**

LOTS 146 TO 150, 162 TO 169 & 184 ON PS518168X

STAGE 2B "BLUESTONE VIEWS" ESTATE

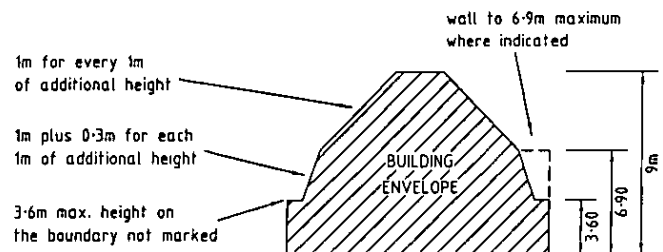
EEPING NORTH

CITY OF WHITTLESEA



**AD153444J**

01/10/2004 \$59 173



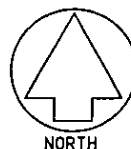
**BUILDING HEIGHT PROFILE DIAGRAM**  
NOT TO SCALE

M I L L A R



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Land Development Consultants

**MILLAR & MERRIGAN PTY. LTD.**  
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Facsimile (03) 8720 9501  
PO BOX 247 CROYDON VIC 3136



VERSION: 3: 14/9/2004

REF: 11203M4



**\* Development of the lots shown shall accord with the requirements of Clause 54 of the Whittlesea Planning Scheme except as follows.**

**SETBACKS FROM OTHER BOUNDARIES** - no dwelling shall be located closer to boundaries other than the distance shown in metres eg. 4. Where the option is utilised of siting a dwelling on the boundary or setback the minimum alternative distance shown in metres eg. 0 or 1, the dwelling must be located either on the boundary or setback at least the prescribed minimum alternative distance.

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- pergolas,
- shade sails,
- eaves, fascia, gutters not more than 600mm in total width,
- garages and carports

4. The envelope and associated notes and specifications can only be altered:

- to the satisfaction of the Whittlesea City Council

5. Lots 76 to 82 are to be attached double storey developments and have a consistent architectural design in accordance with the endorsed Bluestone Views Development Plan.

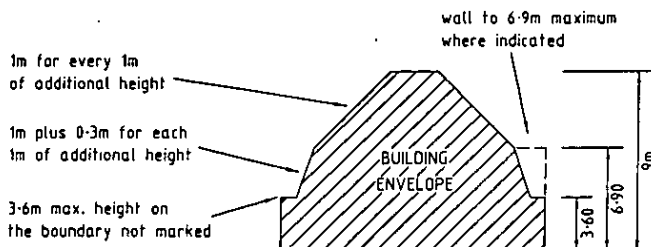
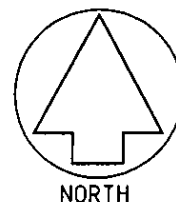
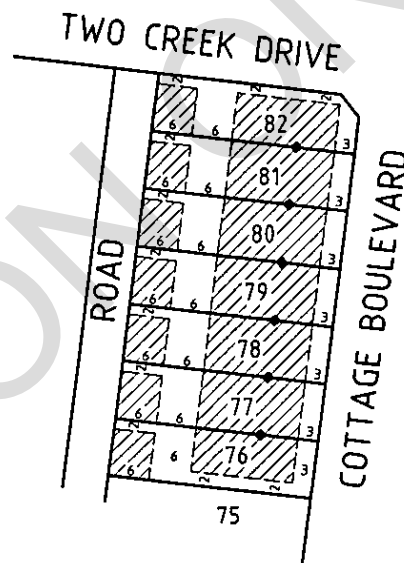
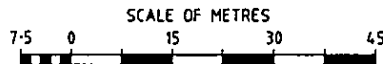
**NEIGHBOURHOOD DESIGN PLAN**

LOTS 76 TO 82 ON PS519882T.

STAGE 2C "BLUESTONE VIEWS" ESTATE

EPPING NORTH

CITY OF WHITTLESEA



**BUILDING HEIGHT PROFILE DIAGRAM**  
NOT TO SCALE

M	I	L	L	A	R
					
<b>Merrigan</b> Land Development Consultants					

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PO BOX 247 CROYDON VIC 3136

**AD153444J**

01/10/2004 \$59

173



VERSION: 3: 14/9/2004

REF: 11203M5

# Imaged Document Cover Sheet

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Document Identification	<b>PS446865X</b>
Number of Pages (excluding this cover sheet)	<b>8</b>
Document Assembled	<b>23/08/2023 12:24</b>

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<b>PLAN OF SUBDIVISION</b>		STAGE NO. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LTO use only <b>EDITION 3</b>	Plan Number <b>PS 446865X</b>
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<p style="text-align: center;"><b>Location of Land</b></p> <p>Parish: <b>WOLLERT</b></p> <p>Section: <b>10</b></p> <p>Crown Portion: <b>3 (PART)</b></p> <p>Title Reference: <b>VOL. 10788 FOL. 834</b></p> <p>Last Plan Reference: <b>PS521158H LOT 2</b></p> <p>Postal Address: <b>MASERATI DRIVE EPPING, 3076.</b></p> <p>AMG Co-ordinates (of approx. centre of land in plan)</p> <div style="display: flex; justify-content: space-between;"> <span>E 326 500</span> <span>N 5833 000</span> <span>Zone: 55</span> </div>	<p style="text-align: center;"><b>Council Certification and Endorsement</b></p> <p>Council Name: <b>WHITTLESEA CITY COUNCIL</b> Ref: <b>605508</b></p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. <del>This plan is certified under section 11(7) of the Subdivision Act 1988.</del></p> <p>3. <del>Date of original certification under section 6 / /</del></p> <p>4. <del>This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</del></p> <p><b>OPEN SPACE</b></p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>has not</del> been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) <del>The requirement is to be satisfied in Stage</del></p> <p>Council delegate</p> <p>Date <b>24 / 10 / 2003</b></p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate</p> <p>Date / /</p>
--	--

<b>Vesting of Roads and Reserves</b>	
<b>Identifier</b>	<b>Council/Body/Person</b>
ROAD R1	WHITTLESEA CITY COUNCIL
RESERVE No.1	WHITTLESEA CITY COUNCIL
RESERVE No.2	WHITTLESEA CITY COUNCIL
RESERVE No.3	TXU ELECTRICITY LTD.

**"BLUESTONE VIEWS"**

**ESTATE**

**STAGE 1**

**84 LOTS + 2 BALANCE LOTS**

**17.28ha**

**Survey** This plan is based on survey in PS521158H

This survey has been connected to permanent marks no(s) 27

In Proclaimed Survey Area No. \_\_\_\_\_

<b>Easement Information</b>					<p>LTO use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date <b>1 / 10 / 2004</b></p>
<p><b>Legend:</b> E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance</p> <p>A - Appurtenant Easement R - Encumbering Easement (Road)</p>					
<b>Subject Land</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>	<b>Land Benefited/In Favour Of</b>	
E-1, E-7, E-8, E-9, E-10 & E-11	POWERLINE DRAINAGE SEWERAGE	SEE DIAGRAM	C/E C611135 THIS PLAN PS521158H	S.E.C.V. WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LTD.	
E-2	POWERLINE		C/E D784637	S.E.C.V.	
E-3	POWERLINE		C/E C611135 PS521158H - SEC. 88 ELECTRICITY INDUSTRY ACT 2000 PS521158H PS521158H	S.E.C.V. TXU ELECTRICITY LTD.  WHITTLESEA CITY COUNCIL LOTS ON PS521158H	
E-4	POWERLINE		PS521158H PS521158H	LOTS ON PS521158H YARRA VALLEY WATER LTD.	
			PS521158H - SEC. 88 ELECTRICITY INDUSTRY ACT 2000 PS521158H PS521158H	TXU ELECTRICITY LTD.  WHITTLESEA CITY COUNCIL LOTS ON PS521158H	
E-5	DRAINAGE SUPPLY OF TELECOMMUNICATIONS, WATER AND GAS WAY SEWERAGE		PS521158H PS521158H	LOTS ON PS521158H YARRA VALLEY WATER LTD.	
			THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LTD.	
E-6	SEWERAGE		THIS PLAN	YARRA VALLEY WATER LTD	

<b>SEE SHEET 2 FOR CONTINUATION</b>		<p>LTO use only</p> <p>PLAN REGISTERED</p> <p>TIME <b>3:07 pm</b></p> <p>DATE <b>8/10/04</b></p> <p> Assistant Registrar of Titles</p>
<div> <p><b>MILLAR &amp; MERRIGAN PTY. LTD.</b></p> <p>ACN 005 541 668</p> <p>21 COOLSTORE ROAD, CROYDON</p> <p>Telephone (03) 9725 8866</p> <p>Facsimile (03) 9725 2710</p> <p>Email <a href="mailto:survey@millermerrigan.com.au">survey@millermerrigan.com.au</a></p> <p>PO BOX 247 CROYDON VIC 3136</p> </div>		<p>LICENSED SURVEYOR <b>BRADLEY TERJESEN</b></p> <p>SIGNATURE ..... DATE <b>9/10/2003</b></p> <p>REF <b>11203S1</b> VERSION 6 : 30/9/2003</p>

<b>SHEET 1 OF 7 SHEETS</b>	
<p>Date <b>24 / 10 / 2003</b></p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	

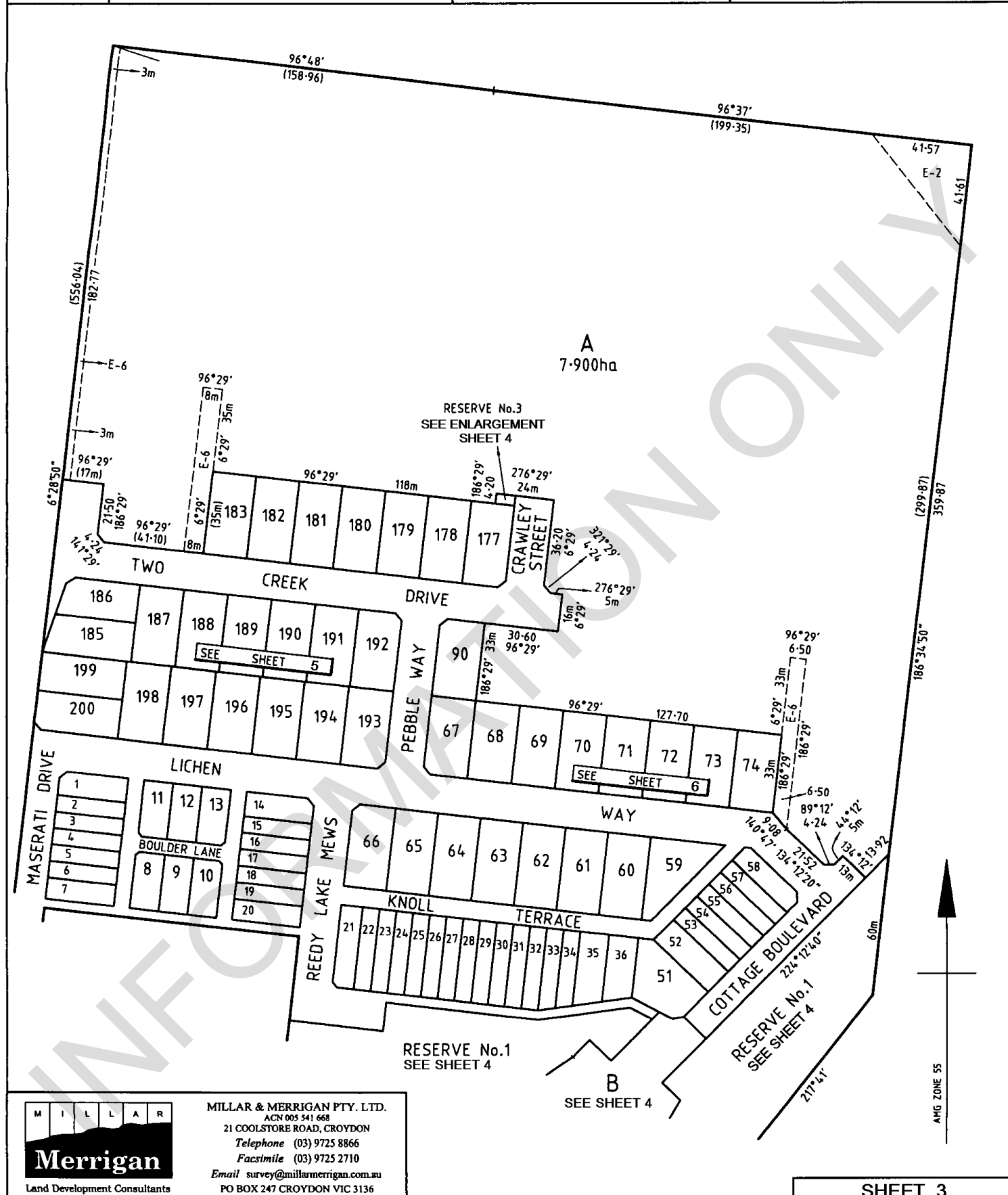
# PLAN OF SUBDIVISION No: PS446865X

## EASEMENT INFORMATION

**Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)**

[illegible]

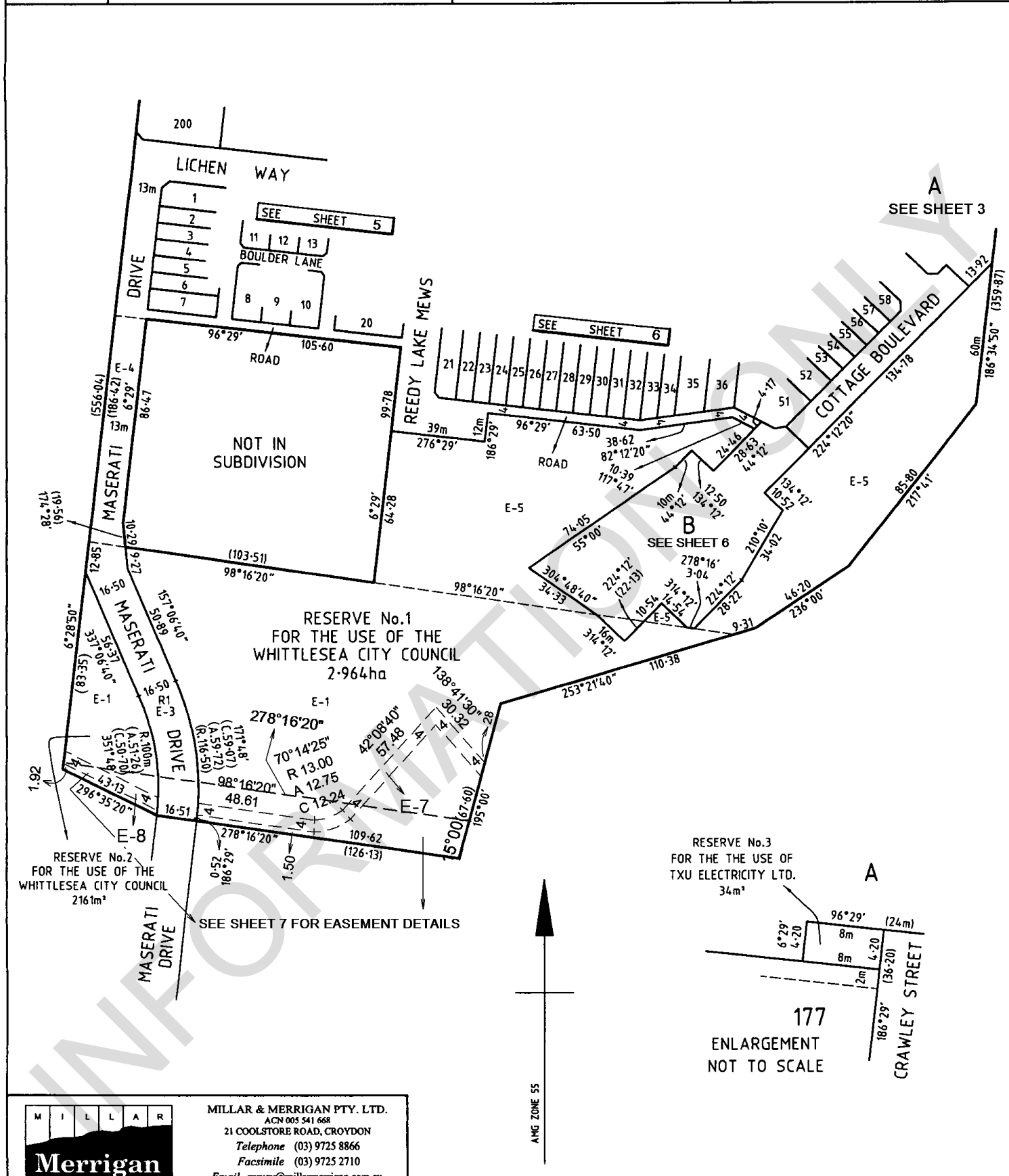
<h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>	Stage No. _____	Plan Number <h2 style="margin: 0;">PS 446865X</h2>
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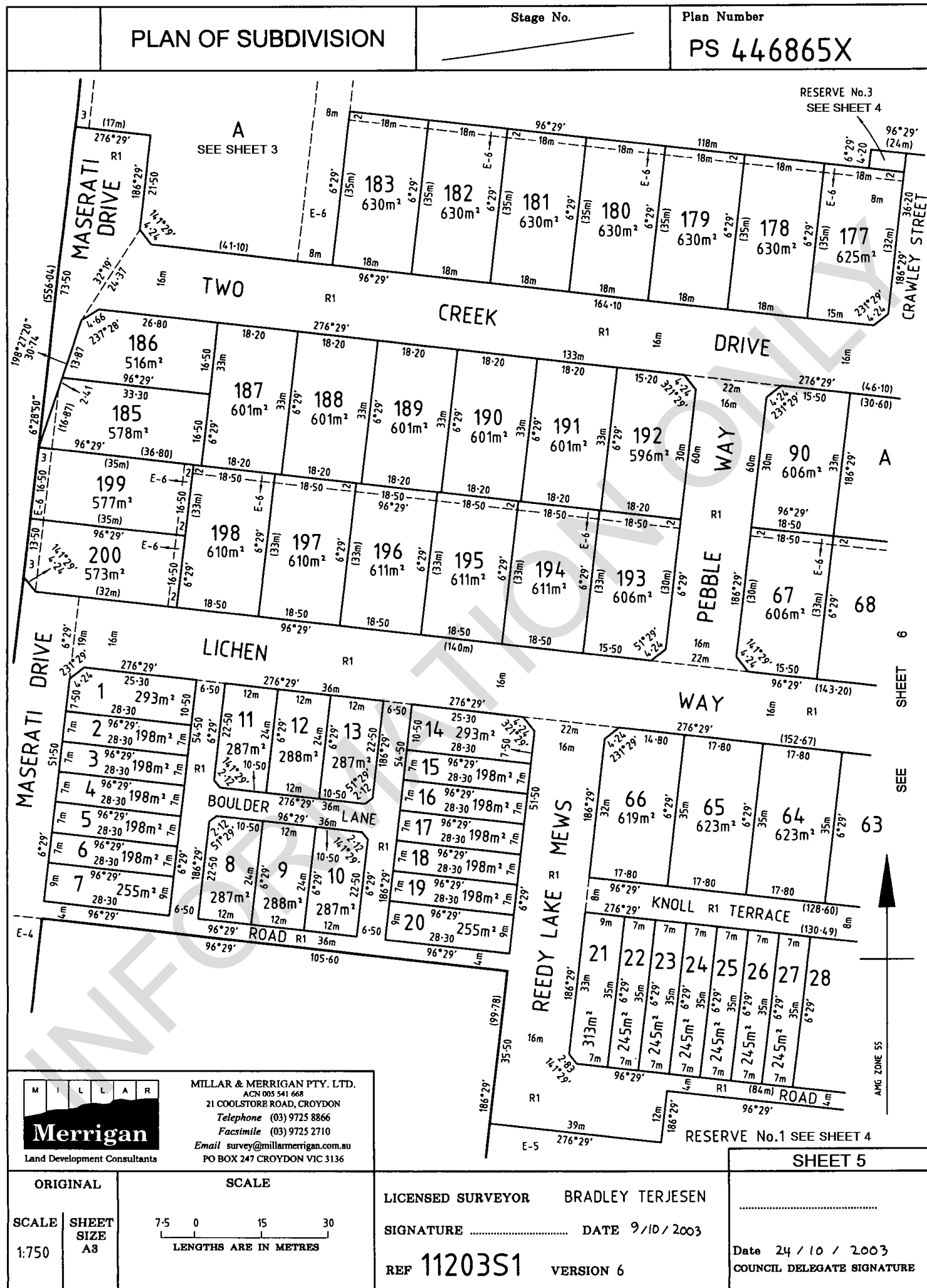
<p><b>Merrigan</b> Land Development Consultants</p>	<p><b>MILLAR &amp; MERRIGAN PTY. LTD.</b>                  ACN 005 541 668                  21 COOLSTORE ROAD, CROYDON                  Telephone (03) 9725 8866                  Facsimile (03) 9725 2710                  Email <a href="mailto:survey@millarmerrigan.com.au">survey@millarmerrigan.com.au</a>                  PO BOX 247 CROYDON VIC 3136</p>
---	---

<b>ORIGINAL</b>	<b>SCALE</b>	<b>LICENSED SURVEYOR</b> BRADLEY TERJESEN	<b>SHEET 3</b>
<b>SCALE</b> 1:1500	 LENGTHS ARE IN METRES	<b>SIGNATURE</b> ..... <b>DATE</b> 9 /10/ 2003  <b>REF</b> 11203S1 <b>VERSION</b> 6	.....  <b>Date</b> 24 / 10 / 2003 <b>COUNCIL DELEGATE SIGNATURE</b>

	PLAN OF SUBDIVISION	Stage No. <hr/>	Plan Number <b>PS 446865X</b>
--	---------------------	--------------------	----------------------------------



<p><b>ORIGINAL</b></p> <p>SCALE</p> <p>15 0 30 60</p> <p>LENGTHS ARE IN METRES</p>	<p><b>SHEET 4</b></p> <p>DATE 24 / 10 / 2003</p> <p>COUNCIL DELEGATE SIGNATURE</p>	<p><b>Merrigan</b></p> <p>Land Development Consultants</p> <p><b>MILLAR &amp; MERRIGAN PTY. LTD.</b></p> <p>ACN 005 541 668</p> <p>21 COOLSTORE ROAD, CROYDON</p> <p>Telephone (03) 9725 8866</p> <p>Facsimile (03) 9725 2710</p> <p>Email survey@millermerrigan.com.au</p> <p>PO BOX 247 CROYDON VIC 3136</p>	<p><b>LICENSED SURVEYOR</b> BRADLEY TERJESEN</p> <p>SIGNATURE ..... DATE 9/10/2003</p> <p>REF 11203S1 VERSION 6</p>
--	--	--	---



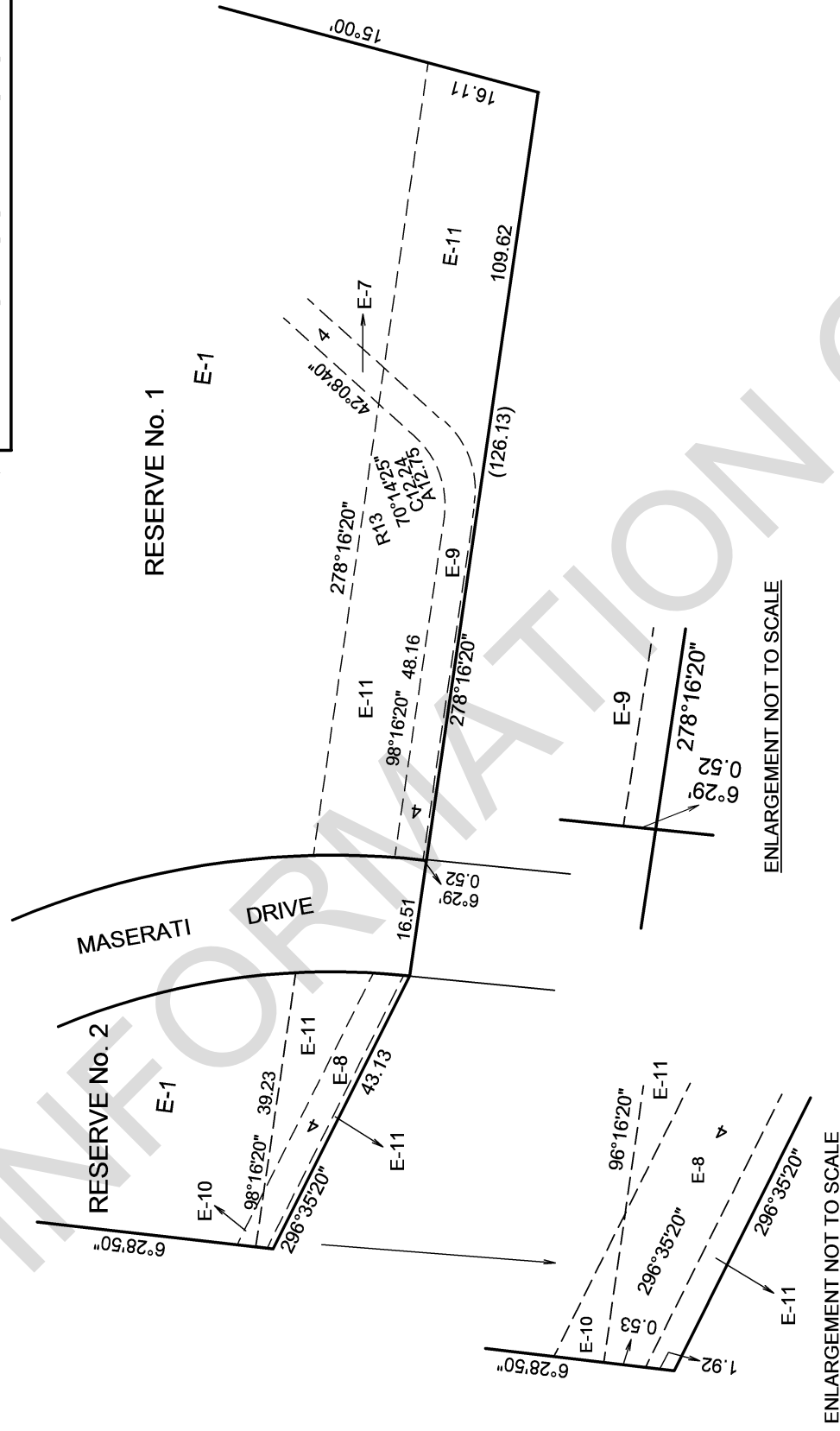




PLAN OF SUBDIVISION	PS446865X
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SHEET 7

LENGTHS ARE IN METRES



ENLARGEMENT NOT TO SCALE

**ENLARGEMENT NOT TO SCALE**

[illegible]



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

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

Produced 23/08/2023 12:24:48 PM

Status	Registered	Dealing Number	AR356287U
Date and Time Lodged	16/08/2018 01:04:06 PM		

### Lodger Details

Lodger Code	16165A
Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Address	
Lodger Box	
Phone	
Email	
Reference	715190419;715190429

## MORTGAGE

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

### Privacy Collection Statement

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

### Estate and/or Interest being mortgaged

FEE SIMPLE

### Land Title Reference

10833/520

### Mortgagor

Name	OLINDA JACKSON PTY LTD
ACN	159982475

### Mortgagee

Name	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
ACN	005357522
Australian Credit Licence	234527
Address	
Street Number	833
Street Name	COLLINS
Street Type	STREET
Locality	DOCKLANDS
State	VIC



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

Postcode 3008

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference	AA3089
(b) Additional terms and conditions	NIL

### Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:  
(a) has taken reasonable steps to verify the identity of the mortgagor; and  
(b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Signer Name	MONICA BALAJI
Signer Organisation	ANZ RETAIL AND SMALL BUSINESS
Signer Role	AUTHORISED SIGNATORY
Execution Date	03 JULY 2018

### File Notes:

NIL

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

Statement End.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

956550

## APPLICANT'S NAME & ADDRESS

ANTHONY'S SOLICITORS C/- INFOTRACK (SMOKEBALL) C/-  
LANDATA  
MELBOURNE

## VENDOR

OLINDA JACKSON PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

366904

This certificate is issued for:

LOT 7 PLAN PS446865 ALSO KNOWN AS 58 MASERATI DRIVE EPPING  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 12
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

23 August 2023

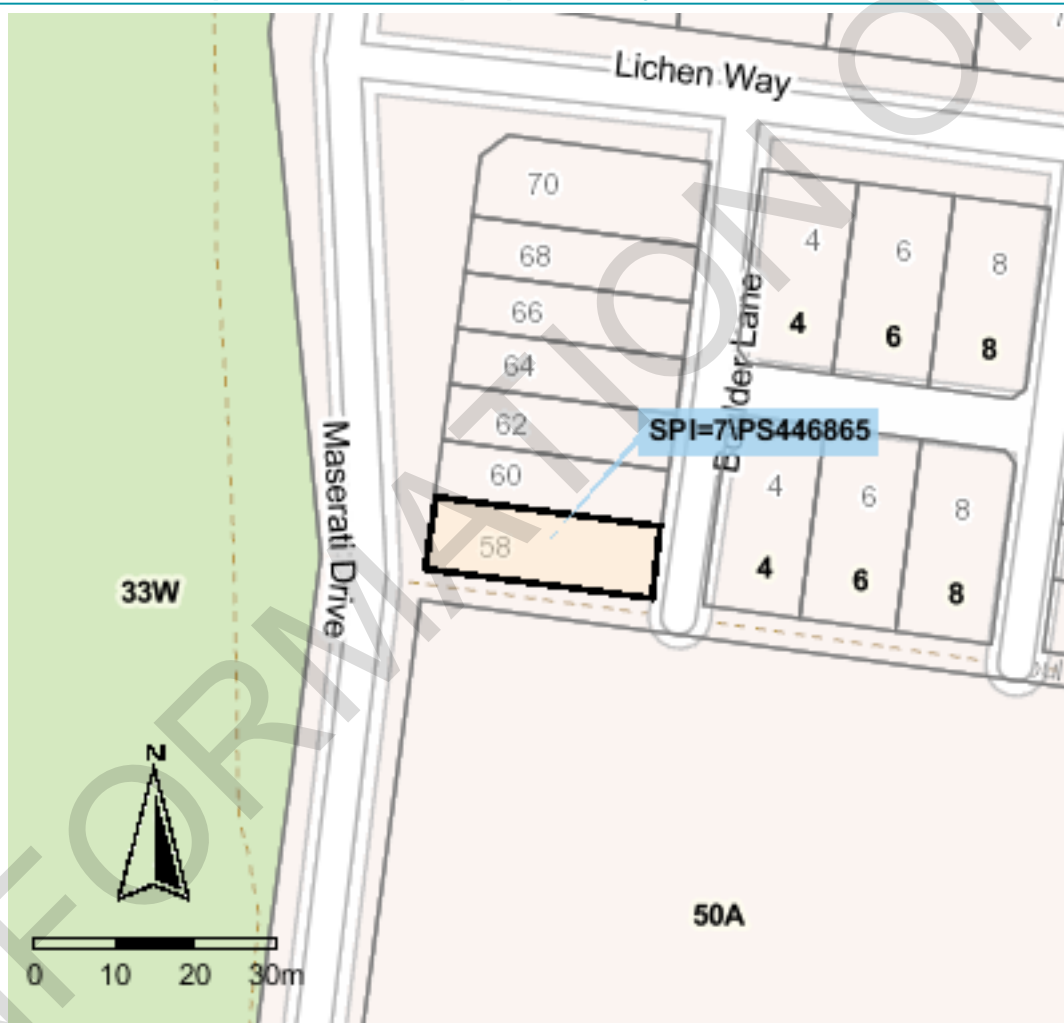
**Sonya Kilkeny**  
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Anthony's Solicitors C/- InfoTrack (Smokeball)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 366904

NO PROPOSALS. As at the 23th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

58 MASERATI DRIVE, EPPING 3076  
CITY OF WHITTLESEA

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

Date of issue: 23th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

**Date of issue**  
24/08/2023

**Assessment No.**  
568063

**Certificate No.**  
153569

**Your reference**  
69998082-017-5

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2024

**Property location:** 58 Maserati Drive EPPING 3076

**Description:** LOT: 7 PS: 446865X

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$525,000	\$260,000	\$26,250

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

### 1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2023 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2023	\$1,240.17
Food/Green waste bin charge levied on 01/07/2023	\$105.15
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$24.15
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 24/08/2023	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

*Balance of rates & charges due:* **\$1,677.77**

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** **\$1,677.77**

**Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2288.**

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

**Mail to:** Locked Bag 1, Bundoora MDC VIC 3083

**Phone:** 9217 2170

**National Relay Service:** 133 677 (ask for 9217 2170)

**Email:** info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

[whittlesea.vic.gov.au](http://whittlesea.vic.gov.au)



## 2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

## 3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

## 4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

## 5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

### **Interest penalty on late payments**

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

## 6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

---

**Payment can be made using these options.**

---



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 568063



Phone 1300 301 185  
Ref 568063



Billers Code **5157**  
Ref 568063

6th September 2023

Antonys Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA

Dear Antonys Solicitors C/- InfoTrack (Smokeball) C/-,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	58 MASERATI DRIVE EPPING 3076
<b>Applicant</b>	Antonys Solicitors C/- InfoTrack (Smokeball) C/- LANDATA
<b>Information Statement</b>	30792630
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	366904

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	58 MASERATI DRIVE EPPING 3076
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

**Melbourne Water Encumbrance**

Property Address	58 MASERATI DRIVE EPPING 3076
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

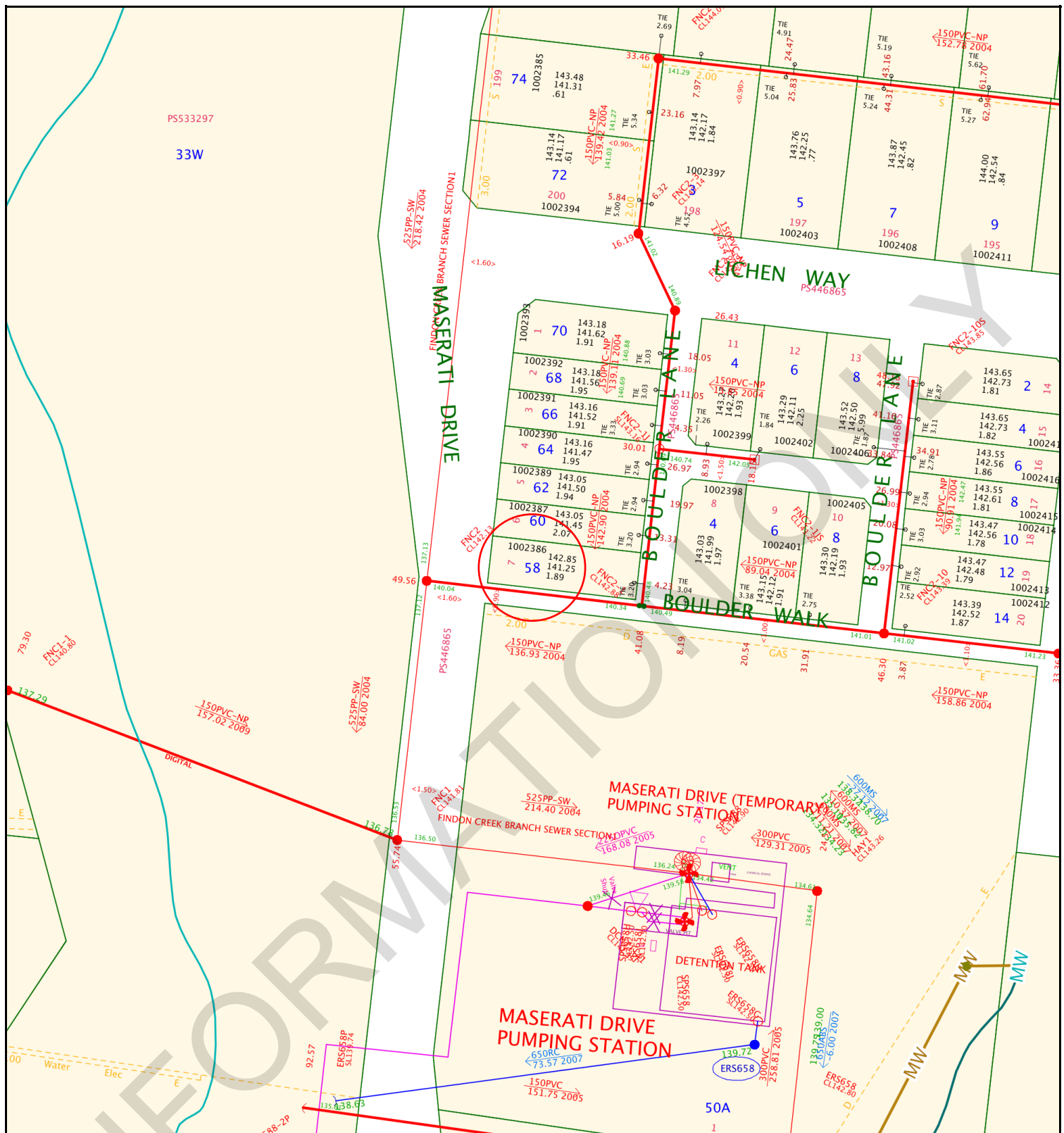
**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30792630**

<b>Address</b>	58 MASERATI DRIVE EPPING 3076
<b>Date</b>	06/09/2023
<b>Scale</b>	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Anthony's Solicitors C/- InfoTrack (Smokeball) C/-  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

## RATES CERTIFICATE

**Account No:** 0059502671  
**Rate Certificate No:** 30792630

**Date of Issue:** 06/09/2023  
**Your Ref:** 366904

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
58 MASERATI DR, EPPING VIC 3076	7\PS446865	1616131	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$115.72
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$1.76
Total for This Property			\$188.77

Please note, from 1 July 2023:

\* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



**Property No:** 1616131**Address:** 58 MASERATI DR, EPPING VIC 3076**Water Information Statement Number:** 30792630

## HOW TO PAY

Biller Code: 314567  
Ref: 00595026719Amount  
PaidDate  
PaidReceipt  
Number



# Property Clearance Certificate

## Land Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	23/615
Certificate No:	66680098
Issue Date:	25 AUG 2023
Enquiries:	SXS14

Land Address:	58 MASERATI DRIVE EPPING VIC 3076
---------------	-----------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: OLINDA JACKSON PTY LTD  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					


Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$490,000
SITE VALUE:	\$260,000
CURRENT LAND TAX CHARGE:	\$6,319.61



# Notes to Certificate - Land Tax

**Certificate No:** 66680098

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$260,000

Calculated as \$0 plus ( \$260,000 - \$0) multiplied by 0.000 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 66680098

### 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](http://www.bpay.com.au)

### CARD



Ref: 66680098

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Land Tax

Certificate No: 66680098

Land Address: 58 MASERATI DRIVE EPPING VIC 3076

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32268301	7	446865	10833	520	\$6,319.61

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
OLINDA JACKSON FAMILY TRUST	2023	\$260,000	\$2,128.07	\$0.00	\$2,128.07
OLINDA JACKSON FAMILY TRUST	2022	\$240,000	\$1,816.16	\$0.00	\$1,816.16
OLINDA JACKSON FAMILY TRUST	2021	\$225,000	\$1,655.98	\$0.00	\$1,655.98
OLINDA JACKSON FAMILY TRUST	2018	\$178,000	\$1,082.29	\$235.04	\$719.40

Comments:

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

Current Land Tax Charge: 32268301 \$6,319.61

Total: \$6,319.61

INFORMATION ONLY

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / ANTHONYS SOLICITORS

Your Reference:	23/615
Certificate No:	66680098
Issue Date:	25 AUG 2023

Land Address: 58 MASERATI DRIVE EPPING VIC 3076					
Lot	Plan	Volume	Folio		
7	446865	10833	520		
Vendor:	OLINDA JACKSON PTY LTD				
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: 66680098

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 66680091

### 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](http://www.bpay.com.au)

### CARD



Ref: 66680091

### Visa or Mastercard

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

[sro.vic.gov.au/payment-options](http://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.

**Josdan-Bel Pty Ltd t/as Ray White  
(Epping)**

769 High Street,  
EPPING, VIC 3076

P: 03 9401 5200

ABN: 37 081 076 066

The RayWhite logo is located in the top right corner. It consists of the word "RayWhite" in a bold, black, sans-serif font, with a registered trademark symbol (®) at the end. The logo is set against a solid yellow rectangular background.

# Residential Rental Agreement

for

58 Maserati Drive, Epping VIC 3076

This agreement is between **Paula Kemp**  
and **Dean Collins, Ineke Kavanagh**.

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Wed 08/03/2023

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

58 Maserati Drive, Epping VIC

Postcode 3076

### 3. Rental provider details

Full name or company  
name of rental  
provider

Paula Kemp

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

Josdan-Bel Pty Ltd t/as Ray White (Epping)

Address

769 High Street, EPPING, VIC

Postcode 3076

Phone number

03 9401 5200

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**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

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

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

End date

☐ 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)	<input type="text" value="1955.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="15th day of each month"/>
Date first rent payment due	<input type="text" value="Wed 15/03/2023"/>

## 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](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1955"/>
Date bond payment due	<input type="text" value="Wed 15/03/2023"/>

## 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)

<input type="checkbox"/> direct debit	<input checked="" type="checkbox"/> bank deposit	<input type="checkbox"/> cash	<input type="checkbox"/> cheque	<input type="checkbox"/> money order	<input type="checkbox"/> BPay
<input type="checkbox"/> other electronic form of payment, including Centrepay <input type="text"/>					

Payment details (if applicable)

BSB: 033284  
Account: 137084  
Account name: Jos-Dan Bel Pty Ltd trading as Ray White Epping rental trust account  
Bank Reference: 100878

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    Jesse Arbrew: rentals4.eppingvic@raywhite.com  
☐ 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    Dean Collins: drzdeano@gmail.com  
☐ No

**Renter 2**    ☒ Yes    Ineke Kavanagh: ineke.kavanagh@gmail.com  
☐ No

**Renter 3**    ☐ Yes  
☐ No

**Renter 4**    ☐ Yes  
☐ No

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## 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

Jesse Arbrew

Emergency phone number

0404 406 082

Emergency email address

rentals4.eppingvic@raywhite.com

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## 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.

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## 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

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## 13. Condition report

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

(rental provider to tick as appropriate)

☐ The condition report has been provided

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

### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

### 15 Gas safety activities

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
  - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises operates;
  - ii. information about how to test each smoke alarm in the rented premises;
  - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

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### 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.

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### 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](https://consumer.vic.gov.au/renting).

INFORMATION ONLY

## 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](https://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](https://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](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

**32. Residential Tenancy Database**

In accord with Section 439 (1) of the Act Josdan-Bel Pty Ltd t/as Ray White (Epping) will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Josdan-Bel Pty Ltd t/as Ray White (Epping) subject to the Act.

**33. Rental Provider Obligations**

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

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

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

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

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

**34. Availability of Premises**

Josdan-Bel Pty Ltd t/as Ray White (Epping) will use its best endeavours so that the Premises are available on the Commencement Date.

**35. Payment of Services**

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

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) should the power not be connected at the commencement of this Agreement.

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

**36. Contents Insurance**

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

**37. Use of Premises**

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

written consent of the Rental Provider. Any request for consent must be made in writing to Josdan-Bel Pty Ltd t/as Ray White (Epping).

**38. No Representations**

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

**39. Condition Report**

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

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

**40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

**41. Rental Provider Termination**

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

**42. Lost Keys**

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Josdan-Bel Pty Ltd t/as Ray White (Epping) does not guarantee that it holds a spare set of keys to the Premises at its offices.

**43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Josdan-Bel Pty Ltd t/as Ray White (Epping) at the end of the tenancy without reimbursement.

**44. Floor Protection**

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

**45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

**46. Comply with Insurance**

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

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

**47. No Invalidating Insurance**

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

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) or their respective contractors.

**49. Shared Services**

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

**50. No Servicing Vehicles**

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

**51. Report Damage or Injury**

The Renter shall notify Josdan-Bel Pty Ltd t/as Ray White (Epping) immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

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

**53. Alterations**

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

**54. Rubbish**

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

**55. Pests**

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

**56. Hanging Clothes**

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

**57. Replace Light Globes**

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

**58. Smoke Free Zone**

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

**59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Josdan-Bel Pty Ltd t/as Ray White (Epping) from time to time.

**60. Rental Increase**

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

**61. Maintain Garden**

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

**62. Watering System**

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

**63. Rental Provider Repairs**

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

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Josdan-Bel Pty Ltd t/as Ray White (Epping) in writing.

**64. Urgent Repairs**

The Renter acknowledges that Josdan-Bel Pty Ltd t/as Ray White (Epping) is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Josdan-Bel Pty Ltd t/as Ray White (Epping) during business hours or after hours information service on 0404 406 082 or Josdan-Bel Pty Ltd t/as Ray White (Epping) approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

#### **65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

#### **66. Pets**

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

#### **67. Pools and Water Features**

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

#### **68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) has the right to enter the Premises:

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

#### **69. Assignment and Sub-Letting**

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

The Renter must as soon as practicable notify the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Josdan-Bel Pty Ltd t/as Ray White (Epping) as agent to manage the Premises.

#### **70. Rental Provider Notice**

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

#### **71. Renter Notice**

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

#### **72. Periodic Tenancy**

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

#### **73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) the following costs:

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

#### **74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Josdan-Bel Pty Ltd t/as Ray White (Epping) during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

#### **75. No Set-Off**

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

#### **76. Remove Personal Property**

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

#### **77. Window Cleaning**

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

#### **78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Josdan-Bel Pty Ltd t/as Ray White (Epping) with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

## **79. Definitions and Interpretation**

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

## **80. Electronic Notices**

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

## **81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and Josdan-Bel Pty Ltd t/as Ray White (Epping) if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

## **82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping) but such notice shall only become effective on receipt by the Rental Provider or Josdan-Bel Pty Ltd t/as Ray White (Epping).

## **83. Furnishings**

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

## **84. Care for Furnishings**

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

## **85. Repair/Replacement of Furnishings**

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

## **86. Cost of Repairs/Replacements**

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

## **87. Owners Corporation**

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



## Privacy Collection Notice

As professional property managers **Josdan-Bel Pty Ltd t/as Ray White (Epping)** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9401 5200

### Primary Purpose

As professional property managers, **Josdan-Bel Pty Ltd t/as Ray White (Epping)** 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 **Josdan-Bel Pty Ltd t/as Ray White (Epping)** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Josdan-Bel Pty Ltd t/as Ray White (Epping)** 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, **Josdan-Bel Pty Ltd t/as Ray White (Epping)** 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 **Josdan-Bel Pty Ltd t/as Ray White (Epping)** 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 **Josdan-Bel Pty Ltd t/as Ray White (Epping)** privacy policy can be viewed without charge on the **Josdan-Bel Pty Ltd t/as Ray White (Epping)** website; or contact your local **Josdan-Bel Pty Ltd t/as Ray White (Epping)** office and we will send or email you a free copy.

### Disclaimer

**Josdan-Bel Pty Ltd t/as Ray White (Epping)** 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. **Josdan-Bel Pty Ltd t/as Ray White (Epping)** 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.

INFORMATION ONLY

## 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 : **Jesse Arbrew** on behalf of **Paula Kemp** (Rental Provider)



Signed at Wed, 08/03/2023 09:50 , from device: Windows 10 Other Chrome 110.0.0

## Renter(s)

Renter 1: **Dean Collins**



Signed at Wed, 08/03/2023 09:16 , from device: Android 12 Generic Smartphone Firefox Mobile 110.0

Renter 2: **Ineke Kavanagh**



Signed at Tue, 07/03/2023 18:29 , from device: Windows 10 Other Firefox 110.0

## AUDIT TRAIL

### Dean Collins (Renter)

- Wed, 08/03/2023 07:58 - Dean Collins clicked 'start' button to view the Residential Rental Agreement (Android 12 Generic Smartphone Firefox Mobile 110.0, IP: 124.149.249.157)
- Wed, 08/03/2023 09:02 - Dean Collins clicked 'start' button to view the Residential Rental Agreement (Android 12 Generic Smartphone Firefox Mobile 110.0, IP: 1.145.206.29)
- Wed, 08/03/2023 09:16 - Dean Collins signed the Residential Rental Agreement (Android 12 Generic Smartphone Firefox Mobile 110.0, IP: 1.145.206.29)
- Wed, 08/03/2023 09:16 - Dean Collins submitted the Residential Rental Agreement (Android 12 Generic Smartphone Firefox Mobile 110.0, IP: 1.145.206.29)

### Ineke Kavanagh (Renter)

- Tue, 07/03/2023 18:23 - Ineke Kavanagh clicked 'start' button to view the Residential Rental Agreement (Windows 10 Other Firefox 110.0, IP: 124.149.249.157)

Tue, 07/03/2023 18:29 - Ineke Kavanagh signed the Residential Rental Agreement (*Windows 10 Other Firefox 110.0, IP: 124.149.249.157*)

Tue, 07/03/2023 18:29 - Ineke Kavanagh submitted the Residential Rental Agreement (*Windows 10 Other Firefox 110.0, IP: 124.149.249.157*)

**Jesse Arbrew (Rental Provider's Agent)**

Wed, 08/03/2023 09:50 - Jesse Arbrew clicked 'start' button to view the Residential Rental Agreement

Wed, 08/03/2023 09:50 - Jesse Arbrew signed the Residential Rental Agreement

Wed, 08/03/2023 09:50 - Jesse Arbrew submitted the Residential Rental Agreement

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**AGREEMENT END**

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INFORMATION ONLY