

# CONTRACT OF SALE OF REAL ESTATE

Vendor:

SARINA CARTIERI

Property:

52 ALEXANDER AVENUE THOMASTOWN VIC 3074



Level 1 18-22 Webb Street  
Narre Warren Vic 3805  
Tel : 03 8794 8200  
Ref : 05557-24-CN

## Contract of Sale of Real Estate –Particulars of Sale

### Part 1 of the Standard form of Contract prescribed by the Estate Agents (Contracts) Regulation 2009

#### Important Notice to Purchasers

##### Cooling off period Section 32 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 apply to you.

You must either give the Vendor or the vendors' agent in 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 money you paid EXCEPT for \$100 or 0.2% of the Purchase price (whichever is more) if you end the contract in this way

EXCEPTION The 3 day cooling off period does not apply if:

- you bought the property at or within 3 clear business days before or after a publicly advertised auction;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a body corporate

#### TERMS AND PRIORITY OF CONTRACT

The Vendor sells and the purchaser buys 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;
- Special Condition if any;
- General conditions; and
- Vendors statement

And in that order of priority

The Vendors Statement as required by section 32(1) of the Sale of Land Act 1962 is attached to and forms part of this contract.

The parties should ensure that when they sign the contract they receive a copy of the Vendor's statement, the general conditions and any special conditions

The authority of a person signing:

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

**Section 9AA(1A) Sale of Land Act**

Subject to the limit set by Section 9AA (1)(b) of the Sale of Land Act 1962(Vic) the purchaser may negotiate with the vendor about the amount of deposit moneys payable under the contract.

A substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot

The value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registered proprietor

**SIGNED BY THE PURCHASER**

.....on...../...../2024

State nature of authority where applicable.....

**SIGNED BY THE VENDOR**

.....on...../...../2024.

**SARINA CARTIERI**

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Name: **HARCOURTS RATA & CO**

Address: 1, 337 Settlement Road, Thomastown VIC 3074

Telephone: 9465 7776 Fax: email: Ref:

### VENDOR

Name: **SARINA CARTIERI**

Address: 52 Alexander Avenue Thomastown VIC 3074

Telephone: Fax: email:

### VENDOR'S LEGAL PRACTITIONER

Name: **CHARDON LEGAL**

Address: Level1, 18-22 Webb Street Narre Warren VIC 3805

Telephone: 8794 8200 Fax: 8794 8280 email: [shiran@chardonlegal.com.au](mailto:shiran@chardonlegal.com.au) Ref: 05557-24-CN

### PURCHASER

Name:

Address:

Telephone: Fax: email:

### PURCHASER' LEGAL PRACTITIONER

Name:

Address:

Telephone: Fax: DX: email:

### LAND (general conditions 3 and 9)

The land is-

Described in the table below-

Certificate of Title Reference	being Lot	on Plan
<b>Volume 08416 Folio 296</b>	<b>174</b>	<b>PS 013479</b>

Or

Described in the copy titles(s) and plan(s) as attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land

### PROPERTY ADDRESS

The address of the land is: **52 ALEXANDER AVENUE THOMASTOWN VIC 3074**



**GOODS SOLD WITH THE LAND (general condition 2.3(f))**

All fixed floor coverings, light fittings and all fixtures , window furnishing and fittings of permanent natures as inspected.

**PAYMENT (general condition 11)**

Price: \$

Deposit: \$ on the signing of this contract

Balance: \$ payable at settlement

**GST (general condition 13)**

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

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

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

**SETTLEMENT (general condition 10)**

Is due on

or on the date 14 days after the date the Vendor or the Vendor's solicitor notifies the Purchaser or the Purchasers representative that the Plan of Subdivision has been registered.

**LEASE (general condition 1.1)**

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

**TERMS CONTRACT (general condition 23)**

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

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

**LOAN (general condition 14) NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date / /

**SPECIAL CONDITIONS**

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

Special Condition

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

## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

### TITLE

#### 1. Encumbrances

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 If the particulars of sale provide that the purchaser is taking over an existing mortgage:
  - (a) the purchaser assumes liability for the mortgage; and
  - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
  - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.

#### 2. Vendor warranties

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

same meaning in general condition 2.6.

**3. Identity of the land**

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

**4. Services**

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

**5. Consents**

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

**6. Transfer**

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

**7. Release of Security Interest**

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009(Cth)** applies.
- 7.2 Subject to general conditions 7.3 and 7.4 the vendor must ensure that at, or before settlement the Purchaser receives -
- (a) a release from the secured party releasing the security interest in respect of the property; or
  - (b) a statement in writing in accordance with Section 275(1)(b) of the **Personal Property Securities Act 2009(Cth)** setting out the amount or obligation that is secured is nil at the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which a security interest is granted - if the security interest is registered in the Personal Property Securities Register.
- 7.3 The Vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the Vendors business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advise the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that -
- (a) is not described by serial number in the Personal Securities Register and
  - (b) is predominantly used in for personal, domestic or household purpose: and
  - (c) has a market value of not more than \$5000 or if a greater amount has been prescribed for the purpose of Section 47(1) of the **Personal Property Securities Act 2009(Cth)**, not more than that prescribed amount.
- 7.5 A release for the purpose of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the Purchase receives a release under general condition 7.2(a), the Purchaser must provide the vendor with a copy of the release at or as soon as possible.

- 7.7 In addition to ensuring to ensuring a release is received under general conditions 7.2(a), the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The Purchaser must advise the Vendor of any security interest that the Purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the Purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9 the Purchaser must pay the Vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21days after the Vendor receives the advise, whichever is the earlier; and
  - (b) any reasonable costs incurred by the Vendor as a result of the delay- as though the purchaser was in default
- 7.11 Words and phrase used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7

**8. Builder warranty insurance**

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

**9. General law land**

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

**MONEY**

**10. Settlement**

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

**11. Payment**

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

## 12. Stake holding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides proof, to the reasonable 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 do not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the day of sale; and
  - (c) all conditions of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
  - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
  - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
  - (b) 'GST' includes penalties and interest.

#### 14. Loan

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

#### 15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
  - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
  - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
  - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
  - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

#### TRANSACTIONAL

#### 16. Time

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

#### 17. Service

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
  - (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents.

#### 18. Nominee

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

**19. Liability of signatory**

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

**20. Guarantee**

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

**21. Notices**

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

**22. Inspection**

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

**23. Terms contract**

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 6(1) and 6(2) of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

**24. Loss or damage before settlement**

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on

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

**25. Breach**

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

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

**DEFAULT**

**26. Interest**

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

**27. Default notice**

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

**28. Default not remedied**

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



- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

INFORMATION ONLY

## **SPECIAL CONDITIONS**

### **1. ACKNOWLEDGEMENTS**

- 1.1 The Purchaser acknowledges that prior to the execution of this Contract and prior to his signing any document relating to this sale he has been given by the agent the Vendor's Statement executed by the Vendor.

### **2. PLANNING RESTIRCTIONS**

- 2.1 The Purchaser buys subject to any restrictions imposed by the Planning Scheme and the Agreements and Covenants recorded on the Certificate of Title affecting the property and any planning controls relating to the property.
- 2.2 The Purchaser has relied upon his own enquiries and buys the property subject to all defects whether latent or paten and its present condition and state of repair and cannot call upon the Vendor to repair or rectify any defects in the property or installations/fitings or fixtures.

### **3. ENTIRE AGREEMENT**

- 3.1 The parties agree and declare that there are no conditions, warranties, or other terms affecting the sale other than those embodied in this Contract and the Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or the agent except such as are made conditions of this Contract.

### **4. GENERAL CONDITIONS**

- 4.1 General Conditions 23, 24.4, 24.5 and 24.6 do not apply to this Contract.

### **5. GURANTEEE**

- 5.1 If the Purchaser under this Contract or any substitute contract pursuant to General Condition 18 hereof is or includes a company not being listed a company listed on an Australian Stock Exchange, the Purchaser shall upon the request of the Vendor procure the execution of a guarantee of the performance of this Contract by each of the directors of any such company within seven (07) days after the date of the Vendor's request
- 5.2 The failure by nay person required under this Contract to execute a guarantee within the time stipulated shall entitle the Vendor to rescind this Contract forthwith by written notice in that regard to the Purchaser, Time shall be of essence of this special condition.

### **6. FRIB APPROVAL**

- 6.1 The acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions & Takeovers Act 1975 (Cth) and is not examinable by the Foreign Investment Review Board:
- 6.2 If the warranty in Special Condition 6.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.

## **7. AUCTION CONDITIONS**

- 7.1 The property is offered for sale by Public Auction, subject to the Vendors' reserve price. The Rules for the conduct of the auctions shall be set out in the schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which may modify or replace those rules.
- 7.2 Unless the Rules specify otherwise and subject to the reserve price imposed by the Vendor, the highest bidder shall be the Purchaser. If any dispute arises concerning bidding the property shall be put up again at the last undisputed bid. No person shall advance less than the sum named by the auctioneer and no bidding shall be retracted.
- 7.3 The bidder to whom the property is knocked down ("the Bidder") shall immediately pay the deposit to the Agent and execute this contract. If at the expiration of 30 minutes after the fall of the hammer the Bidder has failed to pay the deposit and execute the Contract the Vendor may sell the property either by private treaty or auction to any other purchaser. In such an event the Bidder shall have no right to action against the This Vendor or the Auctioneer, shall not be entitled to call for a contract of sale and shall have no legal or equitable interest in the property.

## **8. ACCEPTANCE OF TITLE**

- 8.1 General Condition 12.4 is added:  
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.

## **9. INTEREST ON DEFAULT**

- 9.1 General Condition 26 is replaced by this Special Condition

If the Purchaser defaults in payment of any money under this Contract, the Purchaser must without prejudice to any other rights of the Vendor, pay to the Vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being.

## **10. ELECTRONIC CONVEYANCING**

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC".

EC
----

- 10.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 10.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

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.
- 10.3 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 10.4 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 10.5 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 10.6 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 7.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 10.7 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 10.8 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
  - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

- 10.9 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared the assessment of duty by the vendor in accordance with general condition 6.

## 11. NOMINATION

General Condition 18 shall be deleted and replaces with the following special condition:

- 11.1 The Purchaser may nominate a substitute or additional Purchaser (Nominated Purchaser) subject to compliance with the balance of Special Condition 8, but the Purchaser remains personally liable for the due performance of all the Purchaser's obligations under the contract.
- 11.2 If the Purchaser nominates, such nomination can occur if:
- 11.2.1 the purchaser is not in default pursuant to the contract; and
- 11.2.2 notice is given fourteen (14) days prior to the settlement date; and
- 11.2.3. if the Purchaser nominates a company, the directors must execute the guarantee documents and provide the Vendor's Legal Practitioner with the original executed document simultaneously with the provision of the nomination document.
- 11.2.4 If the Purchaser nominates a trust, the primary beneficiaries of the trust must execute the Guarantee Document and provide the Vendor's Legal Practitioner with the original executed document simultaneously with the provision of the nominated documents.

## 12. GST WITHHOLDING

### 12.1 Vendor Notification

- (a) Special Condition 12.1 (b) applies if:
- (i) The date of this Contract is on or after 1 July 2018; or
- (ii) The date of this Contract is before 1 July 2018 and the obligation to pay an amount to the Commissioner of Taxation pursuant to Section 14-250 of Schedule 1 to the TAA arises for the Purchaser in respect of the sale made under or in connection with this Contract but is not negated or excluded by the operation of any transitional rules or exemptions, including those contained in the *Treasury Laws Amendment (2018 Measures No. 1) Act 2018* (Cth).
- (b) The Vendor must provide a written notice to the Purchaser as required in accordance with Section 14-255 of Schedule 1 to the TAA prior to the Settlement Date ("**Vendor Notification**")

### 12.2 GST Withholding Obligations

- (a) This Special Condition 12.2 only applies if the Purchaser is required to remit Withheld GST.
- (b) Subject to having received the Vendor Notification under Special Condition 12.1(b), no later than 10 Business Days prior to the Settlement Date the Purchaser must lodge a notification with the ATO in the approved form in accordance with Subsection 16-150(2) of Schedule 1 to the TAA ("**Purchaser Notification**"). If the Vendor Notification is provided to the Purchaser less than 10 Business Days prior to the Settlement Date, the Purchaser must lodge the

Purchaser Notification with the ATO within 1 Business Day of receiving the Vendor Notification.

- (c) The Purchaser must provide written evidence of lodgement of the Purchaser Notification to the Vendor within 1 Business Day of the Purchaser Notification being lodged with the ATO at the Settlement Date (whichever is the earlier), including providing to the Vendor copies of:
  - (i) The Purchaser Notification; and
  - (ii) Any receipt together with any payment reference number and lodgement reference number received by the Purchaser in response to the Purchaser Notification.
- (d) Unless otherwise directed by the Vendor in the Vendor Notification, the Purchaser must provide the Vendor (or Vendor's nominee) with a Bank Cheque on or before the Settlement Date that is payable to the Commissioner of Taxation for the amount of the Withheld Tax.
- (e) If the Purchaser provides a Bank Cheque in accordance with Special Condition 12.2(d), the Vendor:
  - (i) Undertakes to send that Bank Cheque to the ATO as soon as is reasonably practicable after the Settlement Date; and
  - (ii) Will provide the Purchaser with a receipt for the Bank Cheque.
- (f) Where the parties have elected to settle electronically through the electronic platform provided by Property Exchange Australia Limited (**PEXA**) and the payment of the Withheld GST to the ATO is made by the Purchaser at the Settlement Date through the electronic platform, Special Condition 12.2(d) and 12.2(e) do not apply.
- (g) If and to the extent that, in addition to the Purchaser Notification, the Purchaser is required to notify the ATO of the Settlement Date or any other transaction details:
  - (i) The Purchaser must complete and electronically submit such notification (including a Form 2) to the ATO prior to the Settlement date, or such other earlier time as required by the ATO; and
  - (ii) At the Settlement Date, the Purchaser must provide the Vendor with evidence of having submitted that notification, including receipt from the ATO.
- (h) Without limiting the Purchaser's obligations in this Special Condition 12.2, if the Purchaser does not comply with either Special Condition 12.2(c) or Special Condition 12.2(g)(ii):
  - (i) The Vendor may in its absolute discretion:
    - (A) Exercise its rights under Special Condition 12.2(j)(ii); or
    - (B) Lodge any required notifications (including Form 2) with the ATO in the capacity as the Purchaser's representative. The Purchaser may exercise its rights under this sub-condition in conjunction with exercising its rights under Special Condition 12.2(j)(i); and
  - (ii) The Purchaser:

(A) Authorises the Vendor to act as the Purchaser's representative for the limited purpose of Special Condition 12.2(h)(i)(B); and

(B) Will provide to the Vendor all information required for the Vendor to complete any of the notifications under Special Condition 12.2(h)(i)(B) together with a declaration that the information provided is true and correct.

- (i) Special Condition 12.2(b), 12.2(c), 12.2(d) and 12.2(g) are essential terms of this Contract.
- (j) If on or as at Settlement Date the Purchaser has not complied with all of its obligations under Special Conditions 12.2(b), 12.2(c), 12.2(d) and 12.2(g), the Vendor may at its election either;
  - (i) Extend the Settlement Date until the following Business Day with time to remain of the essence, in order to allow the Purchaser to comply with its obligations under Special Conditions 12.2(b), 12.2(c), 12.2(d) and 12.2(g), as the case may be (**Extended Settlement Date**); or
  - (ii) Terminate the Contract by notice in writing given to the Purchaser, in which case, without limiting any other rights of the Vendor under this Contract, the Deposit will become the property of the Vendor absolutely.
- (k) To avoid doubt, the Vendor may elect to extend the Settlement Date under Special Condition 12.2(j)(i) on any number of occasions and without prejudice to the Vendor's right to terminate under Special Condition 12.2(j)(ii) if Purchaser has failed to comply with its obligations under Special Conditions 12.2(b), 12.2(c), 12.2(d) and 12.2(g) on or as at any Extended Settlement Date. Any election by the Vendor to extend the Settlement Date on one or more occasions under Special condition 12.2(j)(i) is without prejudice to the right of the Vendor to terminate at any time under Special Condition 12.2(j)(ii).
- (l) Subject to the Purchaser complying with its obligations under this Special Conditions 12.2, the parties agree that the Purchaser's payment of the Withheld GST in accordance with this Special Condition 12.2 will satisfy the Purchaser's obligation to pay a portion of the consideration under this Contract that is equal to that amount. For the avoidance of doubt, if and to the extent that the Purchaser does not comply with this Special Condition 12.2, the Vendor retains the right to payment of the full consideration payable under this Contract.

### **12.3 Purchaser Release and Indemnity**

The Purchaser hereby releases and indemnifies the Vendor:

- (a) For all losses, costs, interest and penalties suffered or incurred by the Vendor following a failure of the Purchaser to comply with its obligations under Special Condition 12.2; and
- (b) From and against all or any claim, costs, expenses, actions, suits, causes of action, liabilities, demands, damages, losses of any description, decisions, judgements or orders which the Vendor may suffer, incur or be subjected to as a direct or indirect consequence of anything done by the Vendor on behalf of the Purchaser or as the Purchaser's representative for the purposes of Special Condition 1

### **13. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING (applicable to contracts entered into on or after 1 July 2016)**

- 13.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953(Cth) have the same meaning in this special condition unless the context requires otherwise.
- 13.2 Every vendor under this contract is a foreign resident for the purpose of this special 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.
- 13.3 This special condition only applies if the purchaser is required to pay the commissioner an amount in accordance with section 14-200 (3) or section 14-235 of schedule 1 to the Taxation Administration Act 1953(Cth) (“the amount”) because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation and Administration Act 1953 (Cth).
- 13.4 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 represented by non-monetary consideration.
- 13.5 The purchaser must
- engage a legal practitioner or conveyancer (representative) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligation in this special condition; and
  - ensure the representative does so.
- 13.6 The terms of representative’s engagement are taken to include instructions to have the vendor’s interest and instructions that the representative must:
- pay, ensure payment of the amount to the Commissioner in the manner requires by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with the special condition if the sale of the property settles;
  - promptly provide the vendor with poof of payment; and
  - otherwise comply, or ensure compliance with, this special condition; despite:
    - any contrary instructions, other than from both the purchaser and the vendor; and
    - any other provision in this contract to the contrary.
- 13.7 The representative is taken to have complied with the obligation in this special condition 26.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the commissioner in respect of this transaction.
- 13.8 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.
- 13.9 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 Vender warrants that the information the vendor provides is true and correct.
- 13.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



## **14. OUTGOINGS**

### **14.1 Liability of Outgoings**

- (a) The Vendor must pay all rates, taxes, assessments and other outgoings (**Outgoings**) required to be paid by the Vendor in relation to the Property up to, and including the day of Settlement. The Purchaser must pay all outgoings required to be paid after Settlement.
- (b) Notwithstanding any General Condition or Special Condition, The Land Tax or the Windfall Gains Tax shall not be apportioned between the parties at settlement, except in case of a property transaction over \$10,000,000.00 or greater.

## **15. SETTLEMENT RESCHEDULING FEE**

The purchaser acknowledges that the vendor will incur additional legal costs if a scheduled settlement time or date is cancelled at the request of the purchaser or because of default by the purchaser. Without limiting any other rights of the vendor, the purchaser must pay at settlement an amount of \$330.00 inclusive of GST to the vendor's legal practitioner for each separate occasion settlement is rescheduled with the consent of the vendor.

## **SCHEDULES**

Property: 52 Alexander Avenue Thomastown VIC 3074

SCHEDULE 1- General rules for the conduct of auctions of land.

SCHEDULE 2- Rules for the conduct of public auctions of land-one vendor intends to bid to purchase

SCHEDULE 3- Rules for the conduct of public auctions of land-some vendors intend to bid to purchase

SCHEDULE 4- Rules for the conduct of public auctions of land- all vendors intend to bid to purchase

SCHEDULE 5- Information concerning the conduct of public auctions of land

## SCHEDULES

### SCHEDULE 1

Regulations 5, 6, 7

#### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- \*1. No bids may be made on behalf of the vendor of the land.  
OR
  - \*1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- [\*One of these alternatives must be deleted]
- 2. The auctioneer may refuse any bid.
  - 3. The auctioneer may determine the amount by which the bidding is to be advanced.
  - 4. The auctioneer may withdraw the property from sale at any time.
  - 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
  - 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  - 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

## SCHEDULE 2

Regulations 5, 6, 7

### **RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE**

1. The property at this auction is co-owned by two vendors.  
One of the vendors intends to bid to purchase the property at this auction from their co-owner.  
That vendor may make bids personally, or through a representative, but not through the auctioneer.

Only the auctioneer can make a bid for the other vendor.

- 2 The auctioneer may refuse any bid.
  3. The auctioneer may determine the amount by which the bidding is to be advanced.
  4. The auctioneer may withdraw the property from sale at any time.
  5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
  6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendors will first negotiate with the highest bidder for the purchase of the property.
-

### SCHEDULE 3

Regulations 5, 6, 7

#### **RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE**

1. The property at this auction is co-owned by more than two vendors.  
One or more (but not all) of the vendors intend to bid to purchase the property at this auction.  
They may make bids themselves, or through a representative, but not through the auctioneer.  
Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
  2. The auctioneer may refuse any bid.
  3. The auctioneer may determine the amount by which the bidding is to be advanced.
  4. The auctioneer may withdraw the property from sale at any time.
  5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
  6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendors will first negotiate with the highest bidder for the purchase of the property.
-

## SCHEDULE 4

Regulations 5, 6, 7

### **RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE**

1. The property at this auction is co-owned by two or more vendors.  
Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.

The auctioneer cannot make a bid at this auction.

2. The auctioneer may refuse any bid.
  3. The auctioneer may determine the amount by which the bidding is to be advanced.
  4. The auctioneer may withdraw the property from sale at any time.
  5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
  6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
  7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendors will first negotiate with the highest bidder for the purchase of the property.
-

## SCHEDULE 5

### Regulation 6

#### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

##### Meaning of Vendor

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

##### Bidding by Co-owners

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

##### Vendor bids

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

##### What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

##### Copies of the rules

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

##### Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

## **Forbidden activities at auctions**

The law forbids any of the following—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from
  - their co-owner or co-owners); or
- a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners;
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;
- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

### **Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid.

Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

### **It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

### **The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction or within 3 clear business days before or after the auction, there is no cooling off period.



## GUARANTEE AND INDEMNITY

TO: The within named and described Vendor  
(Hereinafter called "the Vendor")

**IN CONSIDERATION** of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the within named Purchaser (hereinafter called "the Purchaser") the Guarantor **HEREBY GUARANTEES** to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") **AND ALSO** the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed **AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES** that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:

- A. **THAT** in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. **THAT** in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. **THE** Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. **THAT** no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

## SCHEDULE

Vendor:

Purchaser:

Guarantor:

IN WITNESS whereof the said Guarantors have set their hands and seals

Dated this       day of       .

SIGNED SEALED AND DELIVERED by

the said Guarantor \_\_\_\_\_

in Victoria in the presence of:

\_\_\_\_\_  
Witness

# Vendor Statement

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

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

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

Land	52 ALEXANDER AVENUE THOMASTOWN VIC 3074	
Vendor's name	SARINA CARTIERI	Date / /
Vendor's signature		
Vendor's name		
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

## 1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

OR

(b) Are contained in the attached certificate/s. Please see attached

OR

(c) Their amounts are:

	Authority	Amount	Interest (if any)
1)	City of Whittlesea	\$ 2,278.64	
2)	Yarra Valley Water	\$ 193.11	
3)			
4)			

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

### 1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge- **None to the Vendors knowledge other than those disclosed in the attached Copy of Title**

<input type="text"/>	To	<input type="text"/>
Other particulars (including dates and times of payments):		

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

*Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or 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/

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

Nil to the Vendor's knowledge

#### 3.2 Road Access

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

#### 3.3 Designated Bushfire Prone Area

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

#### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

(a) Name of planning scheme	Whittlesea Planning Scheme
(b) Name of responsible authority	Whittlesea City Council
(c) Zoning of the land	General Residential Zone (GRZ) General Residential Zone- Schedule 4 (GRZ4)
(d) Name of planning overlay	Development Contributions Plan Overlay (DCPO) Development Contributions Plan Overlay - Schedule 3 (DCPO3)

### 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:

Are contained in the attached certificates and/or statements.

**But note that the Vendor has no means of knowing all decisions of public authorities and Government Departments affecting the property unless communicated to the Vendor**

#### 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:

Nil to the Vendor's knowledge

#### 4.3 Compulsory Acquisition

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

Nil to the Vendor's knowledge

#### 5. BUILDING PERMITS

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

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*.

Not Applicable

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

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

##### 7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X" ☐

##### 7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.  
The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC ☐
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) Any certificate of exemption from liability to pay a GAIC ☐
- (d) Any certificate of staged payment approval ☐
- (e) Any certificate of no GAIC liability ☐
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability ☐
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above ☐

## 8. COMMERCIAL & INDUSTRIAL PROPERTY TAX(CIPT)

- 8.1 Is this land tax reform scheme land within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act – Not Applicable).
- 8.2 The Australian Valuation Property Classification Code (AVPCC) (within the meaning of the CIPT Act) most recently allocated to the land is as follows – 110
- 8.3 If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the municipal rates notice or property clearance certificate and/or is as follows: Not Applicable

## 9. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

The Purchaser is advised that some of these services may be disconnected by the Vendor prior to settlement and any reconnection fee are to be the Purchasers responsibility.

## 10. TITLE

Attached are copies of the following documents:

### 10.1 (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.

## 11. SUBDIVISION

### 11.1 Unregistered Subdivision

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

Not Applicable

### 11.2 Staged Subdivision

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

Not Applicable

### 11.3 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

## 12. 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)

Not Applicable

### 13. DUE DILIGENCE CHECKLIST

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

Is Attached

### 14. 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)*

1. Due Diligence Checklist
2. Certificate of Title – Volume 08416 Folio 296
3. Plan of Subdivision – LP13479
4. Covenant- 2448748
5. SRO Land Tax Clearance Certificates
6. City of Whittlesea Council Land Information Certificates
7. Yarra Valley Water Information Statement
8. Property Report from Land.vic.gov.au
9. Residential Lease Agreement
10. Rental Agreement

PLEASE NOTE: Where the property is to be sold on Terms pursuant to Section 32(2) (f) of the Act and/or sold subject to a mortgage that is not discharged by the date of possession (or receipt of rents or profits) of the property pursuant to Section 32(2) (a) of the Act – The Vendor must provide an additional Statement containing particulars specified in Schedule 1 and 2 of the Act.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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



## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 1

VOLUME 08416 FOLIO 296

Security no : 124119641885C  
Produced 07/11/2024 11:16 AM

**LAND DESCRIPTION**

Lot 174 on Plan of Subdivision 013479.  
PARENT TITLE Volume 08056 Folio 884  
Created by instrument B320695 23/11/1961

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
SARINA CARTIERI of 462 NICHOLSON ST NORTH FITZROY  
P029322M 22/02/1989

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE P029323J 22/02/1989  
AUSTRALIA AND NEW ZEALAND SAVINGS BANK LTD

COVENANT 2448748

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 or imaged folio set out under DIAGRAM LOCATION below.

**DIAGRAM LOCATION**

SEE LP013479 FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 52 ALEXANDER AVENUE THOMASTOWN VIC 3074

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 23/10/2016

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>LP013479</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>07/11/2024 11:16</b>

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— PLAN OF SUBDIVISION —  
OF PART OF CROWN PORTION 26. —

— PARISH OF KEELBUNDORA —

— COUNTY OF BOURKE —  
Vol. 5709 Fol. 733

**Measurements are in Feet & Inches**  
Conversion Factor  
FEET X 0.3048 = METRES

LP 13479  
EDITION 4  
PLAN MAY BE LODGED 11/3/31.

**COLOUR CODE**  
BL=BLUE G=GREEN  
R1 & BR=BROWN P=PURPLE  
Y=YELLOW R=RED  
H=HATCH CH=CROSS HATCH

**APPROPRIATIONS**

THE LAND COLOURED BROWN  
IS APPROPRIATED OR SET  
APART FOR ROADS

THE LAND COLOURED BLUE  
IS APPROPRIATED OR SET  
APART FOR EASEMENTS OF  
DRAINAGE AND SEWERAGE  
AND 15' 6" FEET WIDE

**ENCUMBRANCES**

AS TO THE LAND MARKED E-1 THE  
EASEMENT THE EASEMENT TO THE  
MMBW CREATED IN C 79754.

THE ROAD R1 SHOWN AS THE BOULEVARD  
IS APPROPRIATED OR SET APART FOR  
ROADS ON LP 13478

**APPURTENANCES**

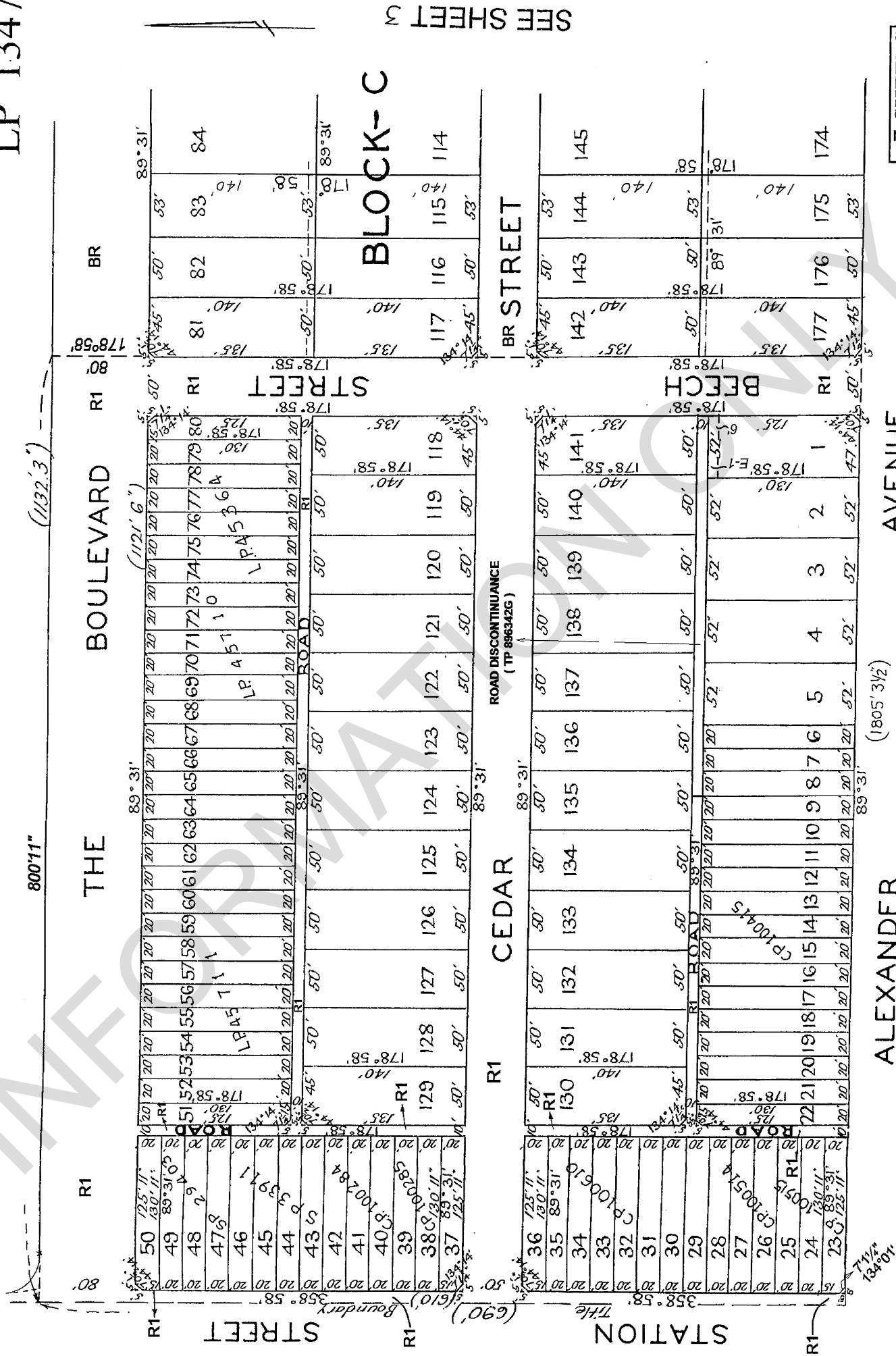
AS TO ALL LOTS ON THIS PLAN  
TOGETHER WITH A RIGHT OF  
CARRIAGEWAY OVER THE ROADS  
COLOURED BROWN ON PLANS OF  
SUBDIVISION 13477 TO 13482  
(BOTH INCLUSIVE)

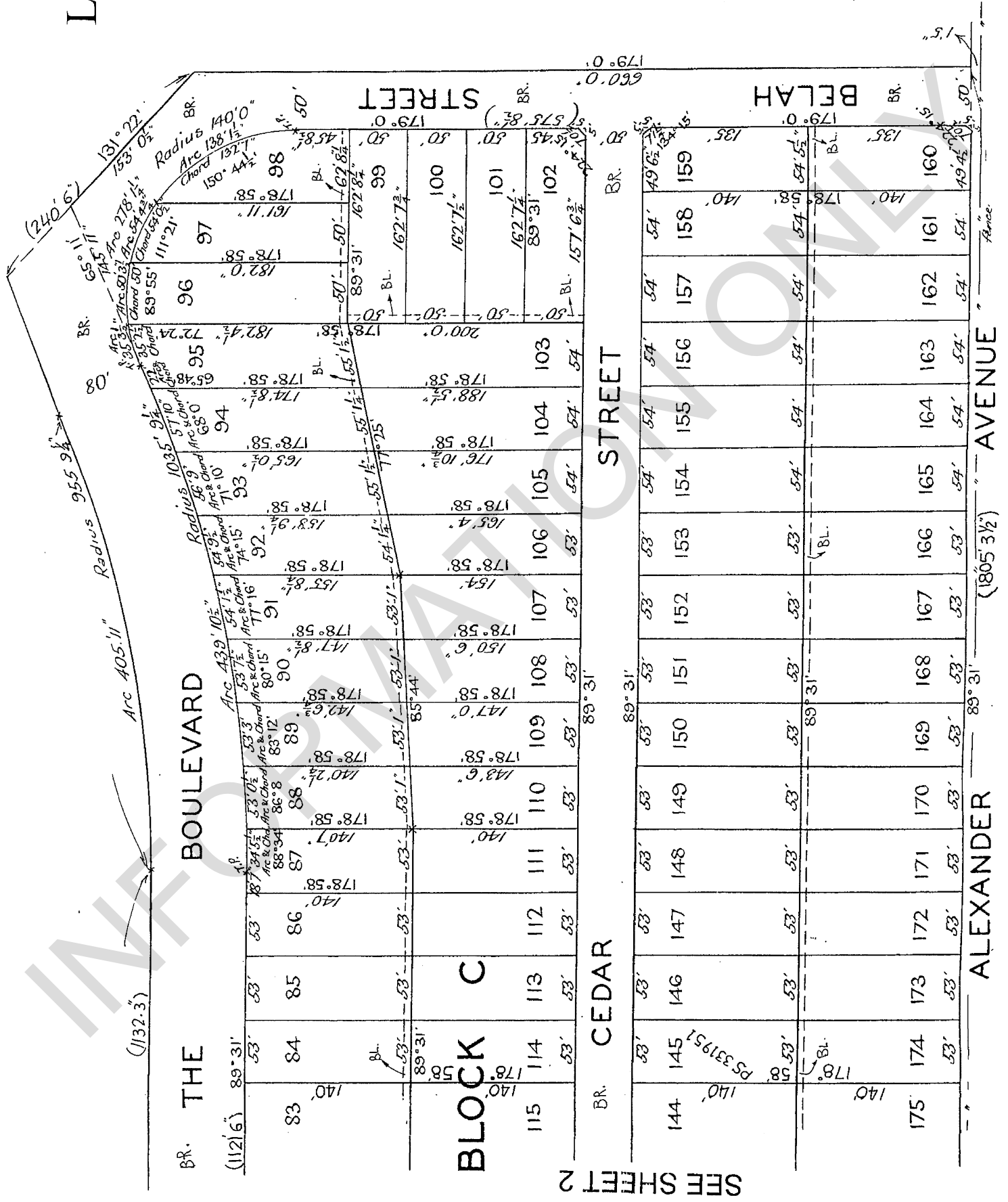
**FOR DIAGRAM SEE SHEETS 2 & 3**

3 SHEETS  
SHEET 1

LP 13479

3 SHEETS  
SHEET 2







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Lodged at the Titles Office by

Australia and New Zealand Banking Group Limited  
Branch Services Department

287 Collins Street,

MELBOURNE

Code

0012

220289 0947 45 130

READ

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed transfers to the transferee all his estate and interest in the fee simple in the land described. (Notes 1-4)

Land

(Note 5)

Certificate of Title Volume 8416 Folio 296

STAMP DUTY VICTORIA  
U#020667 S#1 T#003687 00012829 17/02/89  
R#020667 D#44 \$4,000.00

Consideration

(Note 6)

\$130 000.00

Transferor

(Note 7)

FERNANDO CIUFFETELLI and MARIA CIUFFETELLI

Transferee

(Note 8)

SARINA CARTIERI of 462 Nicholson Street North Fitzroy

Date 10TH FEBRUARY 1989

CODE: 44	Computer of Stamps Use Only
DUTY: 1000	
STATUS: 0	
TYPE:	
VALUE: \$130,000.00	
ASSESSOR:	

Execution & Attestation  
SIGNED by the said FERNANDO CIUFFETELLI  
and MARIA CIUFFETELLI in Victoria in  
the presence of:-

Witness:- X Anna Valiato

SIGNED by the said SARINA CARTIERI in  
Victoria in the presence of:-

Witness:- A. Montellone

(Note 9)

X Fernando Ciuffetelli  
X Maria Ciuffetelli  
X M. Ciuffetelli

Sarina Cartieri



DP029322M-1-1

T1

Office Use Only



A Memorandum of this instrument  
has been entered in the Register Book



Approval No. T1/1

#### NOTES

1. This form must be used for all transfers by the registered proprietor of an estate in fee simple other than
  - (a) transfers by direction
  - (b) transfers creating or reserving easements
  - (c) transfers containing a restrictive covenant or a covenant created pursuant to statute
  - (d) transfers of mortgages charges or leases or leasehold estates
  - (e) transfers of other than the full interest of the transferor for which the appropriate form must be used.
2. Transfers may be lodged as an original only and must be typed or completed in ink.
3. All signatures must be in ink.
4. If there is insufficient space in any panel to accommodate the required information use the above space or an annexure sheet (Form A1). Insert only the words "See Annexure A" (or as the case may be) in the appropriate panel and enter the information above or on the annexure sheet under the appropriate heading.

Multiple annexures may appear on the same annexure sheet but each must be correctly headed.

All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
5. Volume and folio references must be given. If the whole of the land in a title is to be transferred no other description should be used. If the transfer affects part only of the land in a title the lot and plan number or Crown description should also be given. Any necessary diagram should be endorsed above or on an annexure sheet (Form A1).
6. Set out the amount (in figures) on the nature of the consideration.

In a transfer on sale of land subject to a mortgage it should be clearly shown whether or not the amount owing under the mortgage is included in the consideration e.g. \$ ..... which includes the amount owing under mortgage No. ....
7. Insert full name. Address is not required.
8. Insert full name and address. If two or more transferees state whether as joint tenants or tenants in common. If tenants in common specify shares.
9. If an executing party is a natural person execution should read "Signed by the transferor (transferee) in the presence of .....". The witness must be an independent person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>2448748</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>07/11/2024 11:16</b>

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164, 165, 166, 167, 168, 169, 170, 172, 173, 174, 175, and 176 on Plan of Subdivision No. 13481 lodged in the Office of Titles and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115 and 116 on Plan of Subdivision No. 13482 lodged in the Office of Titles being parts of Crown Portion 26 Parish of Keelbundora County of Bourke and being parts of the land more particularly described in Certificate of Title Volume 6617 Folio 1323253 AND the said Henry Scott the Elder and Henry Scott the Younger DO HEREBY for themselves their executors administrators and transferees registered proprietor or proprietors for the time being of the land hereby transferred or any part or parts thereof COVENANT with the said Athlone Investments Proprietary Limited that they and their transferees the registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that he she or they will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed from any part of the land hereby transferred any earth clay stone gravel or soil except for the purpose of laying the foundations of any buildings to be erected thereon or use or allow the said land to be used for the manufacture or winning of bricks tiles or pottery-ware AND it is requested that this covenant shall be noted in and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

DATED this 15<sup>th</sup> day of October One thousand nine hundred and fifty-one.

THE COMMON SEAL of ATHLONE INVESTMENTS  
PROPRIETARY LIMITED was hereto affixed  
by authority of the Directors in the  
presence of :-



Director

Director

Secretary

2448748

2448748

SIGNED by the said HENRY SCOTT

the Elder in Victoria in the

presence of :-

*William  
Clark to be called to the  
witness*

SIGNED by the said HENRY SCOTT

the Younger in Victoria in the

presence of :-

*William*

ENCUMBRANCES REFERRED TO :

As to so much of the land hereby transferred as is colored blue  
on the said Plans of Subdivision -- Any easements affecting the same.

As to so much of the land hereby transferred as is colored blue  
and green respectively on the said Certificate of Title

easements to the State Electricity Commission of Victoria

created by Instruments Nos. 130250 and 130251

the Register Book.



DATED

ALHONDE INVESTMENTS P.V. B.

- to -

MR. H. SCOTTE & ANGE.

TRANSFER OF LAND

PROUDROOT & HOFTON,  
Solicitors,  
87 Queen Street,  
MILWAUKEE.

I CERTIFY

that a Memorial of the within Instrument No. *2448748*  
was entered on the

19 OCT 1951  
in the Register Book Vol. *6617* Pl. 253

*L. Hammond*

*Assistant Director of Titles*

*2*

PLAN OF SUBDIVISION

7/682

No.

Prepared on Linen  
Drawing Paper

Tracing

Field Notes

Solicitor

GRIFF + GRIFF

Lodged for Examination

Surveyor

Date of Plan

Fees

Checked

Certificate of Title Volume

2077  
3600

Folio

323  
856

Noted on C/T

Charted

Chas. J. Lagile 130 4022 LP 1261

Date of Consent of Council

11-2-57

Complies with Section 568

Plan has been  
attached to Survey Paper  
Transfer R. I. No. A376317

Consent of S.R.W.S. Commission

Lot Numbers may be accepted

Heading verified

Common Ownership verified

Street Names verified

R.M.'s. Placed

R.M.'s. P.M.'s. picked up

Plan Examined

Areas correct

Accords with Field Notes

Computing Book No.

Page

J.276/0.65-20

File in bag



INFORMATION ONLY

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Titles Office Use Only

Lodged at the Titles Office by

ORIGINAL

AUSTRALIA AND NEW ZEALAND  
SAVINGS BANK LIMITED

Code 0019B

VICTORIA

MORTGAGE

The Mortgagor being registered as the proprietor of the estate and interest specified in the land described subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this Instrument in consideration of any loans or advances whether made on the signing hereof or that may hereafter be made in its discretion by the Mortgagee to for or on account of the Mortgagor and/or to for or on account of the Borrower or at the request of either the Mortgagor or the Borrower by any means whatsoever and/or of forbearance on the part of the Mortgagee to immediately demand and sue for payment of any monies now owing by the Mortgagor and/or the Borrower to the Mortgagee and/or for other valuable consideration moving from the Mortgagee to the Mortgagor and/or the Borrower (as the Mortgagor does hereby admit) mortgages to the Mortgagee the said estate and interest in the said land and covenants and agrees with the Mortgagee as set out in the provisions contained in a Memorandum of Common Provisions retained by the Registrar of Titles in No. AA 13 and in any further provisions annexed hereto. (Notes 1-2)

Land Being Mortgaged

(Note 3)

CERTIFICATE OF TITLE VOLUME 8416 FOLIO 296

STAMP DUTY VICTORIA  
U603C41 S41 T6005727 00012815 17/02/89  
R6023327 D445 \$92.00

Estate or Interest being mortgaged

(Note 4)

ESTATE IN FEE SIMPLE

Mortgagor (Registered Proprietor)

(Note 5)

SARINA CARTIERI

Borrower

(Note 6)

SARINA CARTIERI OF 462 NICHOLSON  
STREET NORTH FITZROY

Mortgagee

AUSTRALIA AND NEW ZEALAND SAVINGS BANK LIMITED whose registered office in the State of Victoria is at 55 Collins Street, Melbourne.

Date of this Mortgage

10TH FEBRUARY 1989

Office Use Only

M



Approval M/20 9/10/1984

REGISTRATION

NOTC

SIGNED by the said

*SARINA CARTIERI*

*Sarina Cartieri*

(Note 7)

in the presence of:

SIGNED by the said

in the presence of:

THE COMMON SEAL of

EXECUTED in Victoria by  
AUSTRALIA AND NEW ZEALAND  
SAVINGS BANK LIMITED  
by being SIGNED by its Attorney

**WILLIAM DAVID PRINGLE**

under Power of Attorney

261938

in the presence of:

AUSTRALIA AND NEW ZEALAND SAVINGS  
BANK LIMITED

By its Attorney

*William David Pringle*  
who hereby certifies that he is a(n)

REGIONAL MANAGER RETAIL BANKING

for the time being of Australia and New  
Zealand Banking Group Limited in  
Victoria

## NOTES

1. This form must be lodged in duplicate. The original must be completed in ink or by typewriter. The duplicate may be a carbon copy of the original. The signatures of all parties and their witnesses must be in ink on both original and duplicate.
2. If there is insufficient space in any panel to accommodate all the information enter the information under the appropriate heading on an annexure sheet (Form A1). Insert only the words "See Annexure" in the panel. Multiple annexures may appear on the same annexure sheet but each must be correctly headed. All annexure sheets should be properly identified and signed by the parties and securely attached to the instrument.
3. If the whole of the land in a title is to be mortgaged give only volume and folio references e.g. Vol. 1234 Fol. 567. If only part of the land in a title is to be mortgaged give the volume and folio references and the lot and plan number or crown description e.g. where the certificate of title shows lots 1, 2, 3 and lot 1 only is to be mortgaged insert "Lot 1 Plan of Subdivision 1396 being part of the land in Vol. 8910 Fol. 379." Any necessary diagram should be endorsed on an annexure sheet (Form A1).
4. Insert "estate in fee simple" or "leasehold estate" as the case may be.
5. Insert full name. Address is not necessary.
6. Insert full name and address.
7. Before executing this mortgage the Mortgagor is to read through this mortgage and the Memorandum of Common Provisions. If the mortgagor is a natural person execution should read "Signed by the said (Mortgagor's full name) in the presence of". Within and beyond the limits of Victoria any independent adult person is a qualified witness. If the Mortgagor is a company care should be taken to see that the attestation clause is correctly filled in in accordance with the Company's Articles of Association.

260 VICTORIA STREET  
MELBOURNE, VIC.

AMT 10/84

FORM 10/101

Chardon Legal C/- triSearch (Website) C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 4504230000  
**Rate Certificate No:** 30897746

**Date of Issue:** 07/11/2024  
**Your Ref:** 442638

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
52 ALEXANDER AVE, THOMASTOWN VIC 3074	174\LP13479	1222039	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$193.11



GENERAL MANAGER  
RETAIL SERVICES

### Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. 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.
3. 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.
4. 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.



YARRA VALLEY WATER  
ABN 93 066 902 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au  
yvw.com.au

**Property No:** 1222039

**Address:** 52 ALEXANDER AVE, THOMASTOWN VIC 3074

**Water Information Statement Number:** 30897746

#### HOW TO PAY



Billers Code: 314567  
Ref: 45042300000

Amount  
Paid

Date  
Paid

Receipt  
Number

7th November 2024

Chardon Legal C/- triSearch (Website) C/- LANDATA  
LANDATA

Dear Chardon Legal C/- triSearch (Website) C/- LANDATA,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	52 ALEXANDER AVENUE THOMASTOWN 3074
<b>Applicant</b>	Chardon Legal C/- triSearch (Website) C/- LANDATA LANDATA
<b>Information Statement</b>	30897746
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	442638

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 [propertyflow@yvw.com.au](mailto:propertyflow@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,

Lisa Anelli  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	52 ALEXANDER AVENUE THOMASTOWN 3074
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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 Property Information Statement**

Property Address	52 ALEXANDER AVENUE THOMASTOWN 3074
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STATEMENT UNDER SECTION 158 WATER ACT 1989

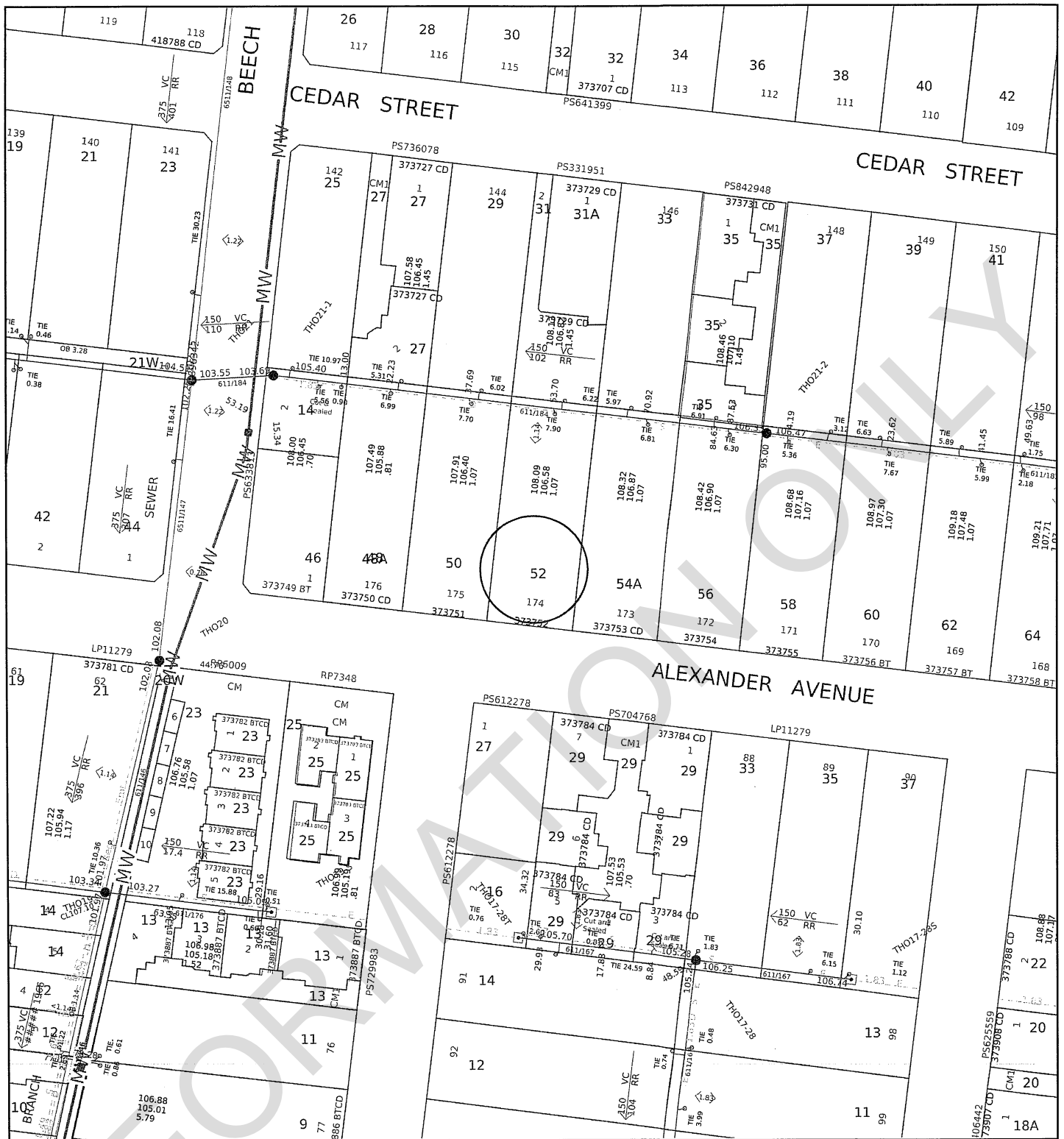
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30897746**

Address	52 ALEXANDER AVENUE THOMASTOWN 3074
Date	07/11/2024
Scale	1:1000



**Yarra  
Valley  
Water**

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;

Property Clearance Certificate

Land Tax



INFOTRACK / CHARDON LEGAL

Your Reference: 05557-CN-24

Certificate No: 80727715

Issue Date: 13 NOV 2024

Enquiries: MXP4

Land Address: 52 ALEXANDER AVENUE THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13743041	174	13479	8416	296	\$0.00
			8056	884	

Vendor: SARINA CARTIERI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS SARINA BRIMBLECOMBE	2024	\$525,000	\$2,025.00	\$0.00	\$0.00


Comments: Land Tax of \$2,025.00 has been assessed for 2024, an amount of \$2,025.00 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

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



Paul Broderick

Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$700,000
SITE VALUE:	\$525,000
CURRENT LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

Certificate No: 80727715

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$2,025.00

Taxable Value = \$525,000

Calculated as \$1,350 plus ( \$525,000 - \$300,000) multiplied by 0.300 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 80727715

### 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: 80727715

### 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

## Commercial and Industrial Property Tax



INFOTRACK / CHARDON LEGAL

Your Reference: 05557-CN-24  
Certificate No: 80727715  
Issue Date: 13 NOV 2024  
Enquires: MXP4

Land Address: 52 ALEXANDER AVENUE THOMASTOWN VIC 3074

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13743041	174	13479	8416	296	\$0.00
			8056	884	\$0.00

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

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

Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$700,000
SITE VALUE:	\$525,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80727715

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / CHARDON LEGAL

Your Reference: 05557-CN-24  
Certificate No: 80727715  
Issue Date: 13 NOV 2024

Land Address: 52 ALEXANDER AVENUE THOMASTOWN VIC 3074

Lot	Plan	Volume	Folio
174	13479	8416	296
		8056	884

Vendor: SARINA CARTIERI  
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: 80727715

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073  
Ref: 80727712

### 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: 80727712

### 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.



**Date of issue**  
11/11/2024

**Assessment No.**  
98558

**Certificate No.**  
166552

**Your reference**  
74837823-016-1

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2025

**Property location:** 52 Alexander Avenue THOMASTOWN 3074

**Description:** LOT: 174 LP: 13479

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$750,000	\$575,000	\$37,500

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 2024 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 01/07/2024	\$1,756.34
Food/Green waste bin charge levied on 01/07/2024	\$105.15
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$65.25
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 11/11/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<b>Balance of rates &amp; charges due:</b>	<b>\$2,278.64</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$2,278.64</b>
--	-------------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

#### 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](mailto: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.

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

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[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 98558



Phone 1300 301 185  
Ref 98558



Billers Code 5157  
Ref 98558

# Residential Rental Agreement

no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

*Residential Tenancies Regulations 2021 Regulation 10(1)*

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

## **Part A – Basic Terms**

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

### **1 - Date of agreement**

This is the date the agreement is signed: \_\_\_\_\_

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**

**52 Alexander Ave, Thomastown VIC 3074**

### **3 - Rental provider details**

**Sarina Brimblecombe**

#### **Rental provider's agent's details**

Ray White Thomastown  
227 High Street, Thomastown Vic. 3074  
Tel: 9465 2344  
Email: [thomastown.vic@raywhite.com](mailto:thomastown.vic@raywhite.com)  
ACN: 007 227 367

### **4 - Renter details**

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

	Renter 1		Renter 2
Name:	William Reid	Name:	Angela Reid
Address:	52 Alexander Ave, Thomastown VIC 3074	Address:	52 Alexander Ave, Thomastown VIC 3074
Number:	0415545859	Number:	0416297520
Email:	angelamcreid@gmail.com	Email:	angelamcreid@gmail.com

#### 5 - Length of the agreement

Fixed term of this agreement is **12 months**.

**Commencing 21/04/2024 and ending 20/04/2025**

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

#### 6 - Rent

Rent amount: **\$1,560.00** (payable in advance) to be paid each calendar month.

Day rent is to be paid: **21th day of each month**

Date first rent payment due: **21/04/2024**

**Please Note: the rental amount shall increase to \$1,673.00 per calendar month, commencing 21/06/2024, as per rent increase notice served.**

#### 7 - Bond

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

Bond amount: **\$1,278.00**

Date bond payment due: **21/04/2023**

### **Part B – Standard Terms**

#### 8 - Rental provider's preferred method of rent payment

Rental payments can be made via bank deposit or internet transfer into the following account;

**BSB: 063175**

**Account Number: 00169610**

**Payment Description / Reference: 52 Alexander**

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

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

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

Yes: email address: **thomastown.vic@raywhite.com**

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

Renter 1 - (name): Angela Reid  
Please Select: \_\_\_\_\_  
Email address: angela.reid

Renter 2- (name): \_\_\_\_\_  
Please Select: \_\_\_\_\_  
Email address: \_\_\_\_\_

#### 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.

**Emergency contact name:** **Agnes Ale**  
**Emergency phone number:** **0412238460**  
**Emergency email address:** **agnes.ale@raywhite.com**

#### 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 professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

#### 12 - Owners corporation

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

**No**    **Yes** (If yes, the rental provider must attach a copy of the rules to this agreement.)

No active body corporate, however standard body corporate rules apply.

#### 13 - Condition report

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

(Rental provider to tick as appropriate)

☒ The condition report has been provided

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

### **Part C – Safety-Related Activities**

#### 14 - Electrical safety activities

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

#### 15 - Gas safety activities

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

(a) The rental provider must ensure a gas safety check is conducted every two years by a licensed or registered gasfitter of all gas installations and fittings in the rented premises and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

#### 16 - Smoke alarm safety activities

- (a) The rental provider must ensure that:
- (i) any smoke alarm is correctly installed and in working condition; and
  - (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
  - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order. Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
- (i) Information on how each smoke alarm in the rented premises operates; and
  - (ii) Information on how to test each smoke alarm in the rented premises; and
  - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.
- Note: Regulations made under the Building Act 1993 require smoke alarms to be installed in all residential buildings.

#### 17 - Swimming pool barrier safety activities

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

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

#### 18 - Relocatable swimming pool safety activities

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

- (a) The renter must not put up 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 can hold water deeper than 300 mm.

INFORMATION ONLY



### 19 - Bushfire prone area activities

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

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

## **Part D – Rights and Obligations**

*This is a summary of selected rights and obligations of renters and rental providers under the Residential Tenancies Act 1997 (the Act).*

*Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal. For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).*

### 20 - Rights and Obligations

#### **Use of the premises**

The renter:

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

#### **Condition of the premises**

The rental provider:

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

The renter:

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

## **Modifications**

The renter:

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

The rental provider:

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

## **Locks**

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

## **Repairs**

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

## **Urgent repairs**

Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs). Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider. The rental provider must carry out urgent repairs after being notified.

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

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

## **Non-urgent repairs**

- The renter must notify the rental provider, in writing, as soon as practicable of:
  - damage to the premises.
  - 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 can apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

## **Assignment or sub-letting**

The renter:

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

The rental provider:

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

## **Rent**

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

- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

### **Access and entry**

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

### **Pets**

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

## **Part E – Additional Terms**

### **21 - Further details (if any)**

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

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

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

### **21.1 - Tenant Intending To Leave When the Lease Ends**

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the tenant's intention to vacate must be given to the landlord or agent 28 days before the tenancy comes to an end. Tenants will be granted a maximum of one (1) extension of their notice to vacate, after which the notice is cancelled and will need to be given again. The tenants also acknowledge that they will be charged for any and all advertising expenses incurred should they cancel their notice or have their notice to vacate cancelled.

### 21.2 - Break Lease Charges

In the event that the tenant, of their own choosing, vacates the property prior to the expiration of the lease then the tenant shall employ the agent to seek replacement tenants. The tenant agrees to continue to pay rent until the lease ends or another suitable tenant is found, whichever is earlier. If a replacement tenant is found, the tenant agrees to reimburse the agent all advertising costs incurred in finding a replacement tenant as well as reimbursing the letting fee paid by the owner on a pro-rata basis with their next rental payment.

### 22. Signatures

This agreement is made under the Residential Tenancies Act 1997.  
Before signing you must read Part D – Rights and obligations in this form.

#### **Rental provider Signature**

Rental Provider 1:  Date: \_\_\_\_\_

#### **Renter(s) Signature**

All renters listed must sign this residential rental agreement.

Renter 1: David Date: \_\_\_\_\_

Renter 2: \_\_\_\_\_ Date: \_\_\_\_\_

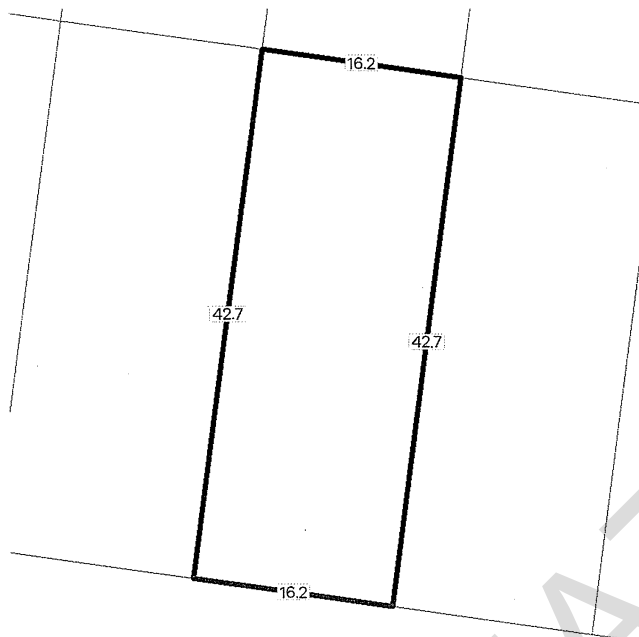
## PROPERTY DETAILS

Address: **52 ALEXANDER AVENUE THOMASTOWN 3074**  
 Lot and Plan Number: **Lot 174 LP13479**  
 Standard Parcel Identifier (SPI): **174\LP13479**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **98558**  
 Directory Reference: **Melway 8 K8**

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

## SITE DIMENSIONS

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



**Area:** 689 sq. m

**Perimeter:** 118 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **THOMASTOWN**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 November 2024 10:23 AM

## PROPERTY DETAILS

Address: **52 ALEXANDER AVENUE THOMASTOWN 3074**  
 Lot and Plan Number: **Lot 174 LP13479**  
 Standard Parcel Identifier (SPI): **174\LP13479**  
 Local Government Area (Council): **WHITTLESEA**  
 Council Property Number: **98558**  
 Planning Scheme: **Whittlesea**  
 Directory Reference: **Melway 8 K8**

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

[Planning Scheme - Whittlesea](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Yarra Valley Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
 Legislative Assembly: **THOMASTOWN**

## OTHER

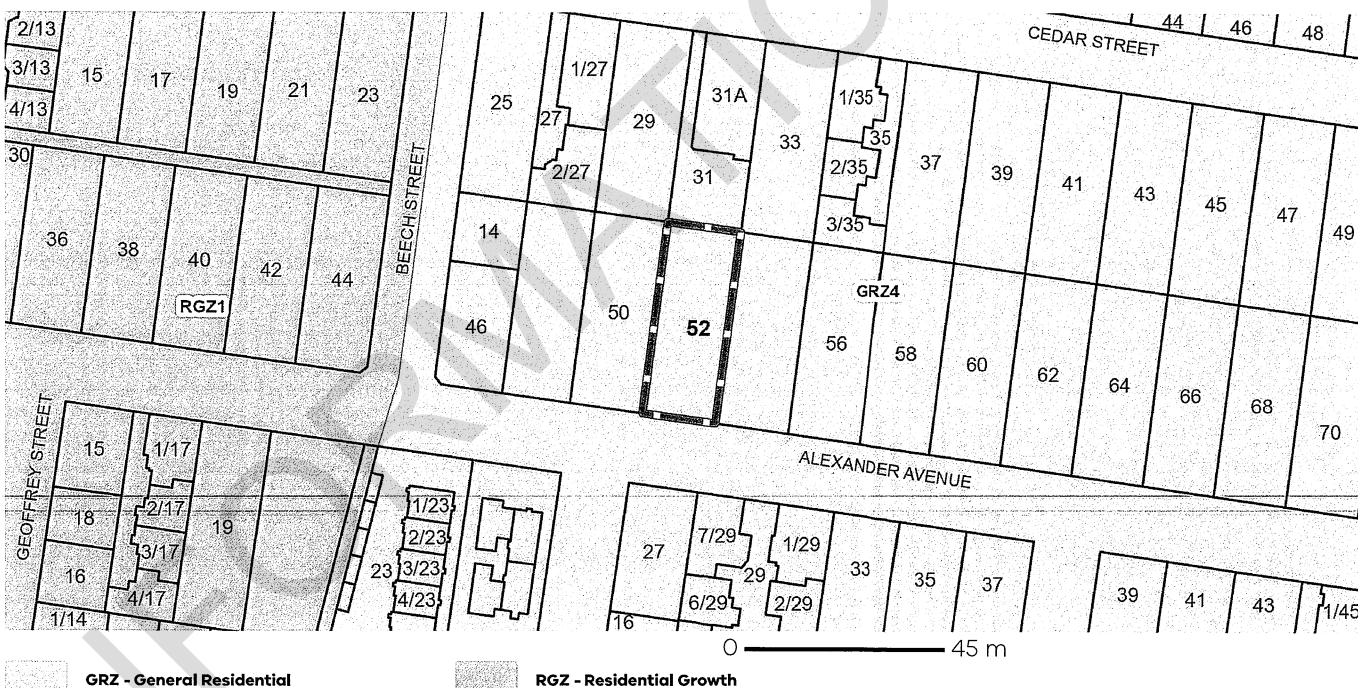
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 4 (GRZ4)



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



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



DCPO - Development Contributions Plan

Overlay

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### SPECIAL BUILDING OVERLAY (SBO)



SBO - Special Building Overlay

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

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

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

## Further Planning Information

Planning scheme data last updated on 13 November 2024.

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

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

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

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

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

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.**

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

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

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



Designated Bushfire Prone Areas

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

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

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

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

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

## Native Vegetation

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

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

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