

**VENDOR: Suzie Montagnese & Tode Ristevski**

**PROPERTY: Unit 2/22 Network Drive, Lalor 3075**

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**DUE DILIGENCE CHECKLIST  
CONTRACT OF SALE  
AND  
SECTION 32 STATEMENT**

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# Due Diligence Checklist

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

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

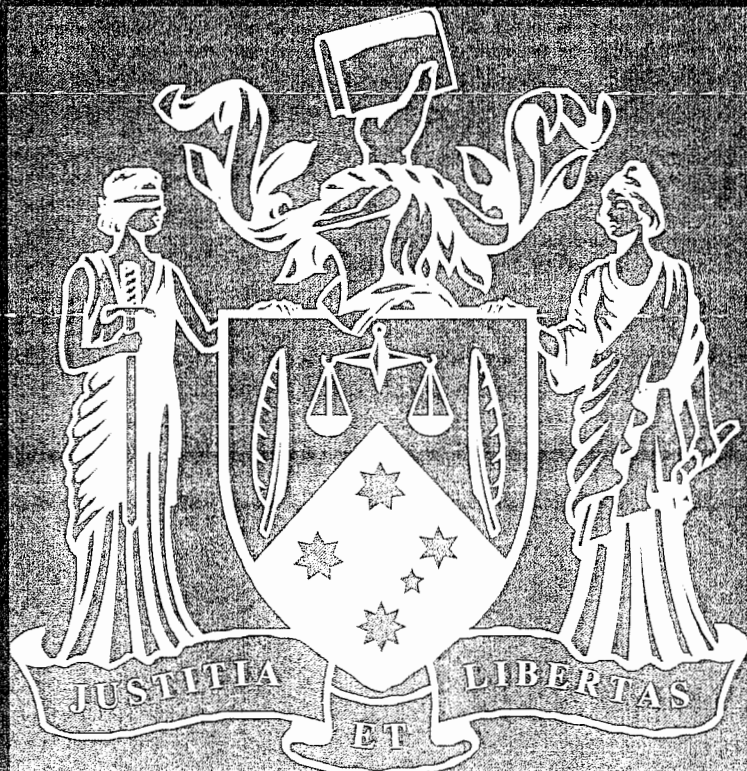
***Do you know your rights when buying a property?***

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 right.

# Contract of sale of land

**Property:** Unit 2/22 Network Drive, Lalor 3075

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of Conveyancers (Victorian Division)

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

### Approval

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

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**WARNING TO ESTATE AGENTS**

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

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

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

.....

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

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

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

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

**Print name(s) of person(s) signing: SUZIE MONTAGNESE AND TODE RISTEVSKI**

.....

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

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

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## Particulars of sale

### Vendor's estate agent

Name: Harcourts Rata & Co  
Address: 1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 9465 7766      Mob: 0449 095 844      Fax: 9464 3177      Ref: Paul Rametta

### Vendor

Name: **SUZIE MONTAGNESE AND TODE RISTEVSKI**

### Vendor's legal practitioner or conveyancer

Name: Costanzo Lawyers  
Address: Suite 2, 261-265 Blackburn Road, Doncaster East VIC 3109  
Email: connie@costanzolawyers.com.au

Tel: : (03) 9894 5888 Mob:                      Fax: (03) 9894 5588                      Ref: CC:25/0536

### Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11179      Folio 963	2	PS 629685G
Volume                      Folio		

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is **Unit 2/22 Network Drive, Lalor 3075**

**Goods sold with the land** (general condition 6.3(f)) All fixed floor coverings window furnishings and electric light fittings as inspected on the day of sale.

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST (general condition 19)**

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

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

**Settlement (general conditions 17 & 26.2)-SEE SPECIAL CONDITION 18 BEFORE AGREEING ON A SETTLEMENT DATE**

**is due on**

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

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

**Lease (general condition 5.1)**

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

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

- a lease for a term ending on with options to renew, each of years
- OR
- a residential tenancy for a fixed term ending on
- OR
- a periodic tenancy determinable by notice- Tenant on a month to month basis

**Terms contract (general condition 30)**

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

**Loan (general condition 20)**

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

Lender:  
(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

INFORMATION ONLY

## Special conditions

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

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

- GC 23 – special condition**  
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- GC 28 – special condition**  
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

INFORMATION ONLY

## SPECIAL CONDITIONS

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Contract, capitalized terms have the meaning given to them in the Particulars of Sale and unless the context requires otherwise:

- (a) *Authority* means any federal, State or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;
- (b) *Building Act* means the *Building Act 1993 (Vic)*
- (c) *Building Law* means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;
- (d) *Building Regulations* means the *Building Regulations 1994 (Vic)*;
- (e) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;
- (f) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so;
- (g) *Contract* means this contract of sale of real estate and includes any annexures and schedules;
- (h) *FIRB* means the Foreign Investment Review Board;
- (i) *Guarantee and Indemnity* means a guarantee in the form annexed to this contract;
- (j) *Law* includes any statute, rule regulation, proclamation, ordinance or by law (whether present or future);
- (k) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;

- (l) *Sale of Land Act* means the *Sale of Land Act 1962 (Vic)*;
- (m) *Settlement or Settlement date* means the date on which this Contract is actually completed by the parties; and
- (n) *Vendor's Statement* means the statement made by the Vendor under section 32 of the Sale of Land Act, which is attached to and forms part of this Contract

## **1.2 Interpretation:**

In the interpretation of this Contract, unless the context otherwise requires:

- (a) The headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) The singular includes the plural and vice versa and words of one gender include the other genders;
- (c) Where two or more persons are named as a party to this Contract, the representations, warranties covenants, obligations and rights given, entered into or conferred (as the case may be) bind them jointly and each of them severally;
- (d) A reference to any part to this Contract or any document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) Where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) Person includes a natural person, corporation body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi government, municipal statutory or other authority or body);
- (g) A reference to any legislation or legislative provision includes any statutory modification or re-enactment or legislative provision substituted for, and any subordinate legislation issued under, the legislation of the legislative provision;
- (h) A reference to any agreement or document is to that agreement or document (and where applicable), any of its provisions as varied, amended novated supplemented or replace from time to time;
- (i) A reference to *include* or *including* means includes without limitation, or including, without limitation respectively;

- (j) Anything includes each part of it;
- (k) Any reference to time in this Contract is a reference to time in Melbourne; and
- (l) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract

## **2. Amendments to General Conditions**

### **2.1 General condition 23 – Adjustments**

General condition 23.4 is added:

23.4 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 23

### **2.2 General Condition 31- Loss or damage before settlement**

General Condition 31.4, 31.5 and 31.6 are deleted

## **3. Electronic Conveyancing**

3.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This special condition 3 has priority over any other provision to the extent of any inconsistency.

3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special Condition 3 ceases to apply from when such a notice is given

3.3 Each party must:

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

3.4 The Vendor must open the Electronic Workspace (“the workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

3.5 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 the registered proprietor of the land have been accepted for electronic lodgement;

3.6 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 settlement does not occur on the nominated settlement time, then, settlement in accordance with special condition 3.5, has not occurred by 4.00pm, or 6.00pm of the nominated time for settlement is after 4.00pm

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

3.8 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 purchase’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) give or direct its subscriber to give all those documents and items and any such keys to the purchaser or the purchaser's nominee notification by the Electronic Network Operator of settlement.

#### **4. Acknowledgements**

##### **4.1 Disclosure**

The Purchaser acknowledges receiving the Vendors Statement prior to signing of this Contract or any other documents relating to this sale

##### **4.2 Estate Agents Act 1980 (Vic)**

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendors Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Land.

##### **4.3 Auction Sale**

If the land is offered for sale by auction, it will be subject to the Vendors reserve price. The rules for the conduct of the auction shall be set in Schedule 1 to the *Sale of Land Regulations 2005* (Vic) or any rules prescribed by regulation which modify or replace those Rules

#### **5. Identity of Land**

##### **5.1 Purchaser's Admissions**

Without limiting the generality of General Conditions 9, the Purchaser admits, agrees and accepts that:

- (a) Any boundary fence or wall is correctly located in the title boundary of the Land:  
and
- (b) All structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the land

##### **5.2 No Claims**

The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expenses of amending title) in respect of any matters referred to in special condition 5.1

## **6. Condition of Land**

### **6.1 Purchasers' Inspection**

The Purchaser acknowledges and agrees that:

- (a) The Purchaser has purchased the Land and the Goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) The Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the Purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its developments;
- (c) The land and goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale and
- (d) The Vendor is under no liability or obligation to the Purchasers to carry out any repairs, alterations or improvements to the Land or the Goods

### **6.2 Improvements**

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to or require compliance with any Building Laws. Any failure to comply with any Building Laws will not be deemed to, constitute a defect in the Vendor's title

### **6.3 No Claims**

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition

6.

## **7. Default Interest and Costs**

### **7.1 Default Interest**

For the purposes of General Conditions 33 & 34 the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor

### **7.2 Payments on Default**

Without limiting General Condition 34, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) Remedy by the Purchaser of the default or if the default is incapable or remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) Payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
  - (i) Legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving notice and any advice;
  - (ii) All additional costs incurred by the Vendor (including bridging finance, relocation costs, interests discount on bills and borrowing expenses); and
  - (iii) The payment of interest in accordance with this Contract.

### **7.3 Interest and Costs Payable on Default**

If the purchaser defaults in payment of any money under this Contract, then the interest at the rate of sixteen percent per annum shall be paid by the purchaser to the Vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of the first Notice of Default is the sum of \$880.00 including GST and any subsequent Notice of Default is the sum of \$440 (inclusive of GST) prepared and served upon the purchaser or his representatives.

The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

## **8. Nomination**

### **8.1 Procedure**

If the Purchaser nominates a substitute or additional purchaser ("Nominee") all arrangements in relation to the nomination must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

### **8.2 Guarantee and Indemnity**

If the Nominee is or includes a corporation, the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination a Guarantee and Indemnity duly completed and executed by every director of the Nominee.

## **9. Stamp Duty**

- 9.1 The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office

## **9.2 Multiple Purchasers**

- (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land (Provisions)
- (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference
- (c) The Purchaser must indemnify the Vendor, the Vendor's Estate Agents and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

## **9.3 Non Merger**

This special condition 9 will not merge on the transfer of the Land but will continue to have full force and effect

## **10. Guarantee and Indemnity**

### **10.1 Delivery of Guarantee and Indemnity**

If the Purchaser is or includes a corporation, the Purchaser must deliver to the Vendor a Guarantee on the Day of Sale duly completed and executed by every director of the Purchaser.

## **11. Entire Contract**

### **11.1 Acknowledgement**

The Purchaser warrants that the Purchaser relies entirely upon the Purchasers own inspection of and searches and enquires in connection with the Land and that except as is provided in this Contract or the Vendor's Statement, the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Solicitor.

### **11.2 Entire Agreement**

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements between the parties, whether oral or in writing in connection with the subject matter of this Contract

## **12. FIRB**

### **12.1 Warranty**

The Purchaser warrants that one of the following apply:

- (a) The Purchaser:
  - (i) Is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract for the purchase of the Land; and
  - (ii) Does not require any consent or approval under the foreign investment policy of the Commonwealth of Australia to enter into this Contract ; or
- (b) The Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to purchase the Land by the Purchaser on the terms and conditions set out in this Contract

### **12.2 Indemnity**

If the warranty in special condition 12.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim liability loss damage cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.

### **12.3 Non Merger**

This special condition 12 will not merge on the transfer of the Land but will continue to have full force and effect.

## **13. Smoke Alarms**

### **13.1 Smoke Alarms**

The Vendor discloses and the Purchaser acknowledges that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulations 5.14 of the Building Regulations within 30 days after the completion of any contract of sale.

## **14. General**

### **14.1 Applicable Law**

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of the Victoria and to appeal courts from them

## **14.2 Waiver**

A right may only be waived in writing, signed by the party giving the waiver. A Waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

## **14.3 Severance**

If any part of this Contract is invalid, unenforceable, illegal void or voidable for any reason this Contract will be construed and be binding on the parties as if invalid, unenforceable, illegal voids or voidable part had been deleted from this Contract or read down to the extent necessary to overcome the difficulty.

## **14.4 Co-Operation**

Each party must do anything (including execute any documents) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

## **14.5 Continuing Obligations**

The provisions of this Contract capable of having effect after Settlement do not merge on the transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

## **14.6 Indemnities**

If a party is required to indemnify another party under this contract, that party must pay on demand on demand the amount the other party is liable to pay by the time the other party is required to make payment.

## **14.7 Amendment**

This Contract can only be amended, supplemented or replace by another document signed by the parties.

## **14.8 Attorneys and Authorised Representatives**

Each person who executes this Contract on behalf of a party under a power of Attorney declares that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

## 15 GST Treatment

15.1 For the purposes of this special condition:

15.1.1 GST means GST within the meaning of the GST Act;

15.1.2 GST Act means A New Tax System (*Goods and Services Tax*) Act 1999

15.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.

15.2

15.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which the payment is to be made;

15.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply

15.3 The rights and obligations under this Special Condition shall not merge at Settlement and shall continue for the benefit of the parties after the Settlement Date.

## 16. Time Essential

The Purchaser agrees that any extension of time whether expressed or implied granted by the Vendor shall be subject to the proviso that in all other respects remain of the essence of this Contract

## 17. Settlement Delays

In the event that there are any settlement delays, as a result of the Purchaser and/or his finance institution or legal representatives' inability to settle on the due date, a re-scheduling fee will be charged in the amount of \$350.00 plus GST for each time the settlement date is re-scheduled for settlement to take place.

## 18. Date of Final Settlement, Christmas and New Year Period Closure

Notwithstanding any other conditions of this Contract, **settlement shall not be scheduled between Friday the 19<sup>th</sup> December 2025 and Friday the 9<sup>th</sup> of January 2026.** If settlement is scheduled at anytime during this period in error, settlement shall occur at the next available time, as agreed between the Vendor and Purchaser and/or their legal representatives, **after the 13<sup>th</sup> of January 2026.**

The parties further acknowledge and agree that the reassignment for settlement date to a date in the New Year should not constitute a default under the Contract and neither party shall have any right, claim or action against the other in relation to the operation of this Special Condition

**Furthermore this office will be closed from 23 January 2026 until 26 January 2026 inclusive. Should settlement be scheduled on either of these dates in error, settlement is to occur either before or after these two (2) dates as agreed between the Vendor and the Purchaser and their legal representatives.**

- 18.1 Neither party may issue a Default Notice on the other party between 19 December 2025 and 13 January 2026 arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18
- 18.2 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18

## **19. Swimming Pool**

If the land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

- (a) The Purchaser, as the new owner of the property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
- (b) The Purchaser accepts the current condition of the Pool fencing being fenced or unfenced;
- (c) From settlement the Purchaser will be responsible for complying with the Building Act 1993 (Vic) and its Regulations (including any amendments to the Building Act 1993 (Vic) in relation to a Pool and the required safety barriers;
- (d) The Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
- (e) The Purchaser shall indemnify the Vendor against any costs associated with the Pool including the existing safety barriers; and
- (f) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

## **20. Covid-19 Health Emergency**

- 20.1 The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation as soon as

practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

20.2 For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus
- (b) Be placed in quarantine or isolation in the property;
- (c) Be directed to quarantine or self isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above-

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis
- (iii) Settlement shall take place within seven (7) days from the date which the party is permitted to leave the property
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion
- (v) It is an essential term of this Contract if the vendor is seeking the benefit of this clause, he shall engage a cleaning contractor approved by the Purchaser (acting reasonably) to thoroughly disinfect the property prior to settlement. For the purpose of clarity, thoroughly disinfect includes, but is not limited to vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches hard surfaces remote controls windows appliances and mop floors

## **21. Survivorship and Probate**

- 21.1 In the event that Probate or Survivorship is required to be obtained to complete settlement, the Vendor (or the Vendor's representative) may in its discretion by written notice to the Purchaser extend the settlement Date for up to 8 weeks to enable Probate and or Survivorship to be obtained.
- 21.2 The Purchaser may not make any requisition or objection, claim compensation or damages, refuse to pay the Price or attempt to terminate this Contract because the Settlement is extended under special condition 23.1.

## **22. State Land Tax**

For the purposes of General Condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies. The parties agree that General Condition 23 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties; the Vendor will be required to pay any outstanding land tax charges at settlement.

## **23. Windfall Gains Tax**

General Condition 28 does not apply to any amounts to which section 10G or 10 H of the *Sale of Land Act 1962* applies.

## **24. Licence Agreement**

The Purchaser acknowledged should they request a Licence Agreement, and should the Vendors agree, the Licence must be prepared by the vendor’s representative at the cost of the purchaser. The fee to prepare the Licence is \$500.00 plus GST and shall be adjusted for and payable at settlement.

## **25. Contract Variation & /or Extension Requests**

The Purchaser acknowledges that following the signing of this contract by both parties, any request for a variation of the Contract or an extension of time, not limited to altering the settlement date, extending finance loan approval, extension of payment of deposit, or extending the time for the purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees in the amount of \$165.00 (inclusive of GST) for each separate request, for the variation or extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

## **26. Solar Panels**

The Vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

## **27. Condition of Walls**

27.1 If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying pictures or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or

reinstate the walls and the Purchaser buys the property subject to the condition of the walls as of the day of sale.

27.2 The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures and fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors to the property.

27.3 The Purchaser acknowledges the provisions of General Condition 31 and will not call upon the Vendor to clean, maintain or replace any fixture, fittings or any item included in the sale of the property.

## **28. Special Conditions to Prevail**

If there is any inconsistency between General Conditions and any Special Conditions then to the extent of any inconsistency the Special Conditions will prevail and have priority.

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

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

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

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

**15. DEPOSIT BOND**

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

**16. BANK GUARANTEE**

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

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

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

## 17. SETTLEMENT

17.1 At settlement:

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

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

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

## 18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

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

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

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

**19. GST**

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

**20. LOAN**

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

**21. BUILDING REPORT**

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## 25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

**28. NOTICES**

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

**29. INSPECTION**

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

**30. TERMS CONTRACT**

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

**31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

**32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

34.2 The default notice must:

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

### 35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

**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 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 he or she 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 he or she 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.

The Agent cannot accept a late bid once the property has been sold after it has been knocked down to the highest bidder.

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 any thing 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 either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

**What law applies:**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title

## GUARANTEE

The party or parties named and described as the Guarantors in the Schedule ("the Guarantor") **IN CONSIDERATION** of the Vendor named and described in the contract of sale of real estate annexed hereto or as described in the Schedule ("the Contract") entering into the Contract with the Purchaser named and described in the Contract and in consideration of this deed **HEREBY COVENANTS AND AGREES** to guarantee and indemnify the Vendor as follows:

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within 14 days of the date for each payment as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within 14 days after the due date for observance or performance as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may, without affecting this Guarantee, grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by the Vendor.
4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has paid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove for the total indebtedness of the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser, the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in the Guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded its powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
9. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the address of the Guarantor herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the 2nd day following the day of posting.
10. In the event of the Purchaser exercising any rights under the Sale of Land Act 1962 to call for a transfer of land and a mortgage to secure the moneys otherwise then outstanding under the Contract, the Guarantor will execute on demand a guarantee of the Mortgagor's obligations under the said Mortgage in a form satisfactory to the Vendor's solicitors.
11. Where not inconsistent with the context:
  - (a) the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include that Guarantor his executors and administrators or in the case of a corporate Guarantor

that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors administrators or successors of each and every one of them;

- (b) when two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally;
- (c) the expressions "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meaning assigned to them in the Contract;
- (d) words importing persons shall extend to and include companies and corporations and words importing the singular or plural number shall extend to and include the plural and singular number respectively;
- (e) words importing one gender shall extend to and include any other gender.

### SCHEDULE

Guarantor:

Address of Guarantor:

Vendor: Suzie Montagnese and Tode Ristevski

Purchaser:

Contract: a contract dated the            day of            2025

between the vendor and the purchaser for Unit 2/22 Network Drive, Lalor

EXECUTED AS A DEED on the            day of            2025

SIGNED SEALED AND DELIVERED by            )

in the presence of:            )

.....  
Witness

# **SECTION 32 STATEMENT**

**PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")  
as amended on 1 October 2014**

**VENDOR:** Suzie Montagnese & Tode Ristevski

**PROPERTY:** Unit 2/22 Network Drive, Lalor 3075

**COSTANZO  
LAWYERS  
Suite 2, 261-265  
BLACKBURN ROAD  
DONCASTER EAST VIC 3109**

**TEL: (03) 9894 5888**

**FAX: (03) 9894 5588**

**EMAIL: [connie@costanzolawyers.com.au](mailto:connie@costanzolawyers.com.au)**

**DX 38406 DONBURN**

**REF: CC:25/0536**

## 1. FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) affecting the Property for which the Purchaser will be become liable consequence of the purchase of the Property AND interest (if any) payable thereon (including Owners' Corporation and GST, if applicable) are as follows or set out in the Contract of Sale and attached Certificates or Notices. **Where such amounts apply to the previous rating period, you should allow an additional 10% to the amounts quoted. Charges by the following Authorities/Charges will be adjusted at settlement.**

<b>Authority</b>	<b>Amount</b>	<b>Interest (if any)</b>
(1) City of Whittlesea	\$ 1846.19 p.a	
(2) Yarra Valley Water		
Park Charge	\$ 22.63 Quarterly	
Drainage Charge	\$ 31.51 Quarterly	
Water Service Charge	\$ 21.26 Quarterly	
Sewer Service Charge	\$122.58 Quarterly	
(3) State Land Tax	\$0.00 (not adjustable)	

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

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

Not Applicable

Land Tax may be applicable if the land value exceeds \$250,000.00 with the usual adjustment at settlement for which the Purchaser may become liable Land Tax may also apply in the future depending on the Purchaser's equity, owner occupier status and other property holdings in the State of Victoria. Where an Owners' Corporation applies, the Owners Corporation has the right to raise special levies to meet its liabilities.

The Purchaser will become responsible for proportionate amounts of the current rates and charges set out above in consequence of the normal adjustments to be made on settlement. The Purchaser may become liable for Land Tax depending upon other real estate owned in Victoria.

## 2. LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction (including any Caveat) affecting the Property (registered or unregistered) is as follows:

- 2.1 Easements affecting the land are as set out in the attached copies of title.
- 2.2 Covenants affecting the land are as set out in the attached copies of title.
- 2.3 Other restrictions affecting the land are as attached. (including Caveats/Lease)

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3. **PLANNING AND ROAD ACCESS**

Information concerning any planning instrument is as follows:

- 3.1 Name: City of Whittlesea Planning Scheme
- 3.2 The responsible authority is: City of Whittlesea
- 3.3 Zoning and/or Reservation: General Residential Zone
- 3.4 Planning Overlay: See attached certificates if applicable

There is access to the Property by road.

The property is not outside the Melbourne Metropolitan Area, as defined in the Act.

The planning instrument does not prohibit the construction of a Dwelling on the Land.

4. **BUSHFIRE PRONE AREA**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the Building Act 1993. A Bushfire Probe Area report is attached.

5. **SERVICES**

Information concerning the supply of the following services:

<b>Service</b>	<b>Status</b>
• Electricity	Connected
• Gas	Connected
• Water	Connected
• Sewerage	Connected
• Telephone	Connected

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

**Warning to Purchasers**

It is your (the purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the **cost** of connection or reconnection to the property of any services you require, in particular whether **sewerage is connected** or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be

disconnected on or before the settlement day. It is your responsibility to pay all costs of and incidental to the transfer, connection or reconnection to the land of the services you require. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

**6. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)**

- (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the Municipal rates notice or property clearance certificate or is as follows:

AVPC No: 110 Detached Dwelling

- (b) Is the Land tax reform scheme land within the meaning of the CIPT Act?

NO

- (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

Not applicable

**7. INSURANCE**

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

Not Applicable

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

Not Applicable

**8. BUILDING APPROVALS/ PERMITS**

**Particulars** of any **building approval** granted during the past seven years under the *Building Control Act 1981* or the *Building Act 1993* (required only where the property includes a residence):

No such approval has been issued.

**Particulars** of any **guarantee** issued in the past seven years under the *House Contracts Guarantee Act 1987* (required where the property includes a residence constructed by an owner-builder)

No such guarantee has been issued.

**Particulars** of any required **insurance** effected in the past six years under the *Building Act 1993* (required where the property includes a residence to which *s.137B Building Act 1993* applies) -

No such insurance has been issued.

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alternations or additions thereto comply with the requirements of the responsible authorities.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

## 9. NOTICES

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any -

- 9.1 affecting the Body Corporate and any liabilities (whether contingent, proposed or otherwise) whether the Property is in a subdivision containing a Body Corporate, including any relating to the undertaking of any repairs to the Property .
- 9.2 quarantine or stock order imposed under the *Stock Diseases Act 1968* (whether or not the quarantine or order is still in force) -
- 9.3 notice pursuant to section 6 of the *Land Acquisition and Compensation Act 1986*.

None to the Vendor's knowledge. The Vendor has no means of knowing of all the decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

## 10. SMOKE ALARMS

The Purchaser is to note that all dwellings and/or units are required to be fitted with self contained smoke alarms in accordance with Regulations 5.14 of the *Building Regulations 1994* within 30 days after:-

- 10.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and
- 10.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

## 11. SWIMMING POOLS

In the event a swimming pool is on the land herein described, the purchaser may be required at his expense to comply with the provisions of the *Building Act 1993* and the *Building Regulations 1994* and in particular Regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool within 30 days after:-

- 11.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and

- 11.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

**12. GOODS AND SERVICES TAX**

GST payable:

- (a) The parties acknowledge that this sale is the sale of an existing residential premises, and as such is exempt from GST under Section 40-65 of the New Goods and Services Act.
- (b) If the Purchaser does not use the property as previously used by the Vendors as existing residential premises and if such change of use results in a GST liability attached to the property, then in that event, the Purchaser indemnifies the Vendor against any liability for the payment of any GST in respect of payments under this Contract.

**13. TITLE**

Attached are copies of the following documents concerning the title -

- 13.1 Certificate of Title Volume 11179 Folio 963  
13.2 Plan of Subdivision PS 629685G  
13.3 Copy of Covenant  
13.4 Copy of Residential Tenancy Agreement

**14. ELECTRONIC CERTIFICATE OF TITLE**

- a) In the event that the Vendor's Title is in electronic form ("eCT") the Vendor will not and is not obliged to convert the ECT to a paper Title ("pCT"). Prior to settlement the Vendor or its mortgagee will nominate the eCT to any paper instrument required. The purchaser agrees to complete settlement on the basis of the eCT and will instruct any mortgagee or other third party intended to take control of the Certificate of Title at settlement that the Title is an eCT and no pCT will be provided at settlement. The purchaser is responsible for confirming the format of the CT prior to settlement at their own expense and will not call upon the Vendor to provide evidence of the eCT control and/or Nomination prior to settlement.
- b) The purchaser will be in breach of contract if the Purchaser and/or its mortgagee refuses to complete settlement and fails to accept the eCT and the Nomination where the CT is otherwise proven to be in a format to support the lodgment of the transaction being settled.

**15. COSTS IN EVENT OF DEFAULT**

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.

- c) Accommodation expenses necessarily incurred by the Vendor.
- d) Legal costs and expenses as between the Vendor's solicitor and the Vendor.
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

16. **OWNERS CORPORATION ACT 2006**

If the land is affected by an owners corporation within the meaning of the **Owners Corporations Act 2006**.

- a) a copy of the current owners corporation certificate issued in respect of the land under the **Owners Corporation Act 2006**; and
- b) a copy of the documents required to accompany the owners corporation certificate under section 151(4)(b) of the **Owners Corporations Act 2006**.

The land is NOT affected by an owners corporation within the meaning of the owners Corporations Act 2006.

17. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

18. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

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

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

Are contained in the attached building energy efficiency certificate/s

Are as follows:

Not Applicable

DATE OF THIS STATEMENT

28/10/2025

Names of the Vendors

Suzie Montagnese

X [Signature]

Tode Ristevski

X [Signature]

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

DATE OF THIS ACKNOWLEDGMENT

\_\_\_\_/\_\_\_\_/\_\_\_\_

Name of the Purchaser

Signature of the Purchaser

..... X .....  
(please print name)

..... X .....  
(please print name)

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages - s32a(a)

Where the Land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the Purchaser becomes entitled to possession or receipt of rents and profits, then the Vendor must provide an additional statement including the particulars specified in Schedule 1 of the Sale of Land Act 1962.

Terms contracts - s32a(a)

Where the Land is to be sold pursuant to a Terms Contract which obliges the Purchaser to make two or more payments to the Vendor after execution of the Contract and before the Vendor is entitled to a conveyance or transfer, then the Vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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

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

VOLUME 11179 FOLIO 963

Security no : 124127314357H  
Produced 20/08/2025 01:13 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 629685G.  
PARENT TITLE Volume 09905 Folio 249  
Created by instrument PS629685G 06/01/2010

REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
SUZIE MONTAGNESE of 4 CONCORD RISE TEMPLESTOWE VIC 3106  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
TODE RISTEVSKI of 5 LANESBOROUGH WAY LALOR VIC 3075  
AK660225H 17/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT (as to whole or part of the land) in instrument P815619R 24/05/1990

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

DIAGRAM LOCATION

SEE PS629685G 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: UNIT 2 22 NETWORK DRIVE LALOR VIC 3075

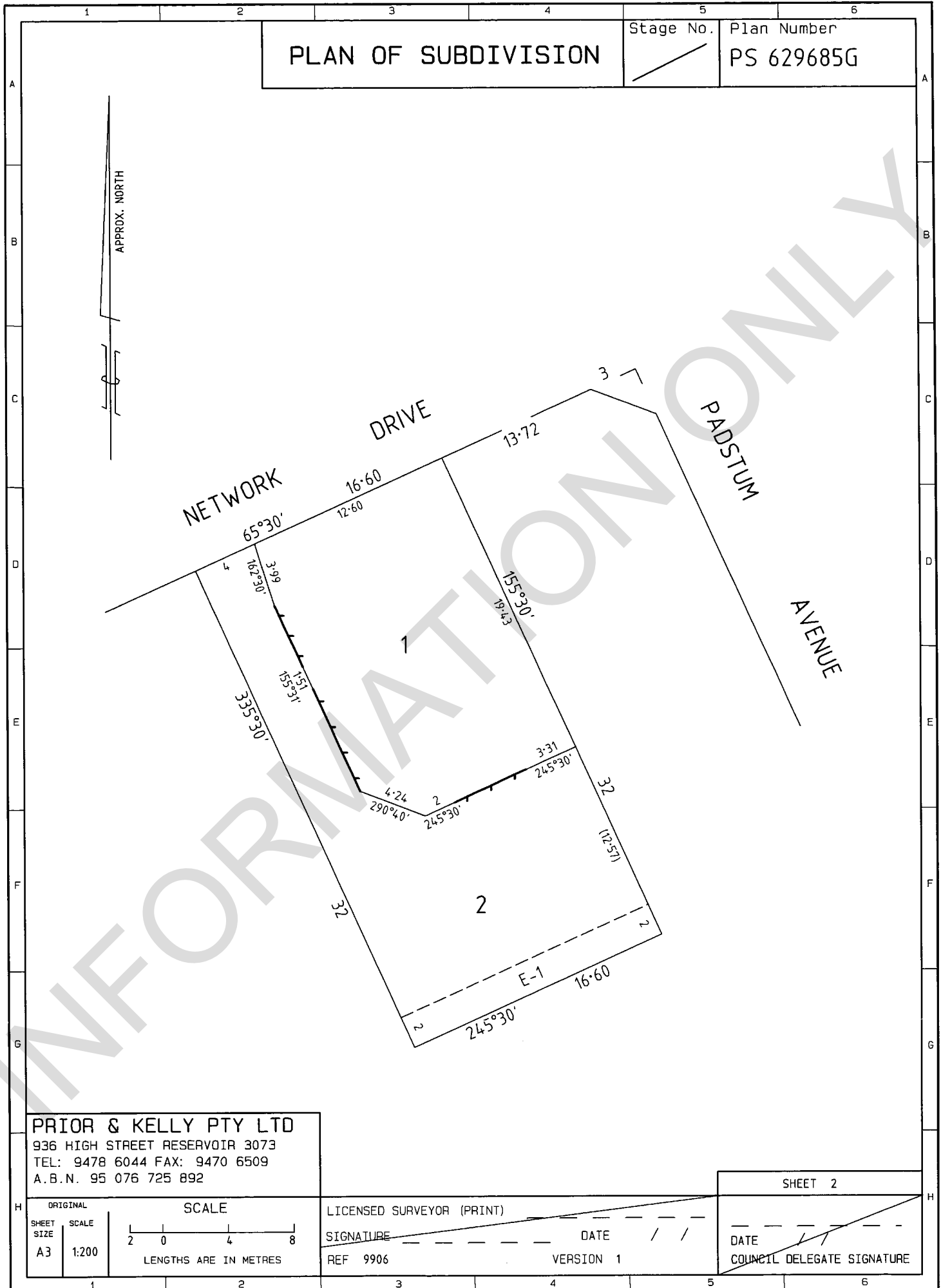
DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

Signed by Council: Whittlesea City Council, Original Certification: 02/09/2009, S.O.C.: 02/09/2009

<b>PLAN OF SUBDIVISION</b>		Stage No. /	LRS use only <b>EDITION 1</b>	<b>PS 629685G</b>
<b>Location of Land</b> Parish: KEELBUNDORA Township: Section: Crown Allotment: Crown Portion: 24 (PART) LV base record: VICMAP DIGITAL PROPERTY Title References: VOL 9905 FOL 249  Last Plan Reference: LOT 2321 ON LP214317S Postal Address: 22 NETWORK DRIVE LALOR 3075  MGA94 Co-ordinates: E 322 595 (Of approx. centre of plan) N 5 829 040 <b>Zone 55</b>		<b>Council Certification and Endorsement</b> Council Name: CITY OF WHITTLESEA Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.  <b>Open Space</b> (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in stage Council Delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /		
<b>Vesting of Roads or Reserves</b>				
Identifier	Council/Body/Person			
NIL	NIL			
<b>Notations</b>				
Depth Limitation: DOES NOT APPLY		Staging This is not a staged subdivision Planning Permit No.		
THIS IS A SPEAR PLAN		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- EXTERIOR FACE: ALL BOUNDARIES  Survey: - This plan is based on survey To be completed where applicable This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.		
<b>Easement Information</b>			LRS use only	
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			Statement of Compliance / Exemption Statement	
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN			Received <input checked="" type="checkbox"/>	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2	LP 214317S	LOTS ON LP 214317S
E-1	SEWERAGE	2	THIS PLAN	YARRA VALLEY WATER LIMITED
			Date 22/12/2009	
			LRS use only	
			PLAN REGISTERED	
			TIME 11.08AM	
			DATE 6/01/2010	
			<b>BILL SKALITSIS</b> Assistant Registrar of Titles	
			SHEET 1 OF 2 SHEETS	
<b>PRIOR &amp; KELLY PTY LTD</b> 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE <u>DIGITALLY SIGNED</u> DATE / / REF 9906 VERSION 1		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size <b>A3</b>

Signed by Council: Whittlesea City Council, Original Certification: 02/09/2009, S.O.C.: 02/09/2009



**PRIOR & KELLY PTY LTD**  
 936 HIGH STREET RESERVOIR 3073  
 TEL: 9478 6044 FAX: 9470 6509  
 A.B.N. 95 076 725 892

ORIGINAL	SCALE
SHEET SIZE A3	 LENGTHS ARE IN METRES
SCALE 1:200	

LICENSED SURVEYOR (PRINT)  
 SIGNATURE \_\_\_\_\_ DATE / /  
 REF 9906 VERSION 1

SHEET 2

DATE / /  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

## Plan of Subdivision PS629685G

# Certification & Statement of Compliance (Form 6)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S003739P

Plan Number: PS629685G

Council Name: Whittlesea City Council

Council Reference Number 1: 606889

Surveyor's Plan Version: 1

### Certification

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

### Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

### Public Open Space

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

Has not been made

Digitally signed by Council Delegate: Bruce Manison

Organisation: Whittlesea City Council

Date: 02/09/2009

Prepared by Arthur J. Dines & Co.,  
Solicitors, 2A Highlands Road, THOMASTOWN.

Titles Office Use Only

**REC'D**

P815619R

240590 1239 45 52 P815619R

Lodged at the Titles Office by

Code \_\_\_\_\_

**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 at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land \_\_\_\_\_ (Note 5)

Lot 2321 on Plan of Subdivision No. 214317S and being the whole of the land in Certificate of Title Volume 9905 Folio 249

STAMP DUTY VICTORIA  
U901C#1 S#1 T#034312 00033446 21/05/90  
R#125393 D#44 \$1,966.00

Consideration \_\_\_\_\_ (Note 6)

FORTY SIX THOUSAND ONE HUNDRED DOLLARS (\$46,100.00) paid to PRUDENTIAL PROJECTS PTY.LTD. by HILLSIDE VIEW HOMES PTY. LTD. and FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$52,500.00) paid to HILLSIDE VIEW HOMES PTY. LTD. by PERO RISTEVSKI and DANICA RISTEVSKA

Transferor \_\_\_\_\_ (Note 7)

PRUDENTIAL PROJECTS PTY. LTD.

Transferee \_\_\_\_\_ (Note 8)

PERO RISTEVSKI and DANICA RISTEVSKA both of 23 Elizabeth Drive Lalor in the State of Victoria as Joint Proprietors

Estate and Interest \_\_\_\_\_ (Note 9)

ALL ITS ESTATE AND INTEREST IN THE FEE SIMPLE

Directing Party \_\_\_\_\_ (Note 10)

HILLSIDE VIEW HOMES PTY. LTD.

CODE: 44  
DUTY: \$...1,966...  
STATUS: ✓  
TYPE:  
VALUE: 46100  
\$...52,500...  
ASSESSOR:

Stamp Duty Office Use Only

Creation (or Reservation) of Easement and/or Covenant \_\_\_\_\_ (Notes 11-12)

SEE OVERLEAF

T2 Office Use Only



A memorandum of the within instrument has been entered in the Register Book



15/6/90

Approval No. T2/1

AND the said Transferees with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every lot on Plan of Subdivision No. 214317S other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the lot hereby transferred DO HEREBY for themselves and their transferees executors administrators and assigns and as separate covenants COVENANT with the said Transferor and the registered proprietor or proprietors for the time being of every lot on Plan of Subdivision No. 214317S or any part or parts thereof other than the lot hereby transferred that they shall not erect a dwelling or dwellings on the said land or any part of it unless the exterior walls of such dwelling or dwellings (except for usual outbuildings) are substantially of brick or brick veneer.

Date the 16 MAY 1990 day of MAY 19

(Note 13)

Execution and Attestation

(Note 14)

~~EXECUTED by PRUDENTIAL PROJECTS PTY. LIMITED by being SIGNED SEALED AND DELIVERED by the Attorneys MICHAEL PETER STEEL and PETER ARTHUR BORRILL under POWER OF ATTORNEY dated 8th day of June 1988. A Certified copy of which is lodged in the Permanent Order Book No. 276 Page 302 in the PRESENCE OF:~~

LB

SUFFICIENT AS TO PIA

EXECUTED by PRUDENTIAL PROJECTS PTY. LIMITED by being SIGNED SEALED AND DELIVERED by the Attorneys MICHAEL PETER STEEL and PETER ARTHUR BORRILL under POWER OF ATTORNEY dated 8th day of June 1988. A Certified copy of which is lodged in the Permanent Order Book No. 276 Page 302 in the PRESENCE OF:

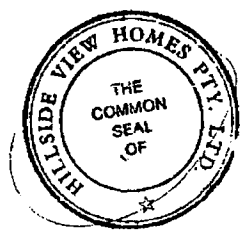
THE COMMON SEAL of HILLSIDE VIEW HOMES PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

Director: [Signature]

Secretary: [Signature]

Signed by the said Transferees in the presence of:

[Signature]



[Signature]

P. RISTEVSKI

D. RISTEVSKA

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1169063

## APPLICANT'S NAME & ADDRESS

CONNIE COSTANZO C/- GXG  
DOCKLANDS

## VENDOR

RISTEVSKI, TODE

## PURCHASER

TBA, TBA

## REFERENCE

25/0536-Ristevski & Montagnese

This certificate is issued for:

LOT 2 PLAN PS629685 ALSO KNOWN AS 2/22 NETWORK DRIVE LALOR  
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 5
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3

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

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

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

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

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

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

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

20 August 2025

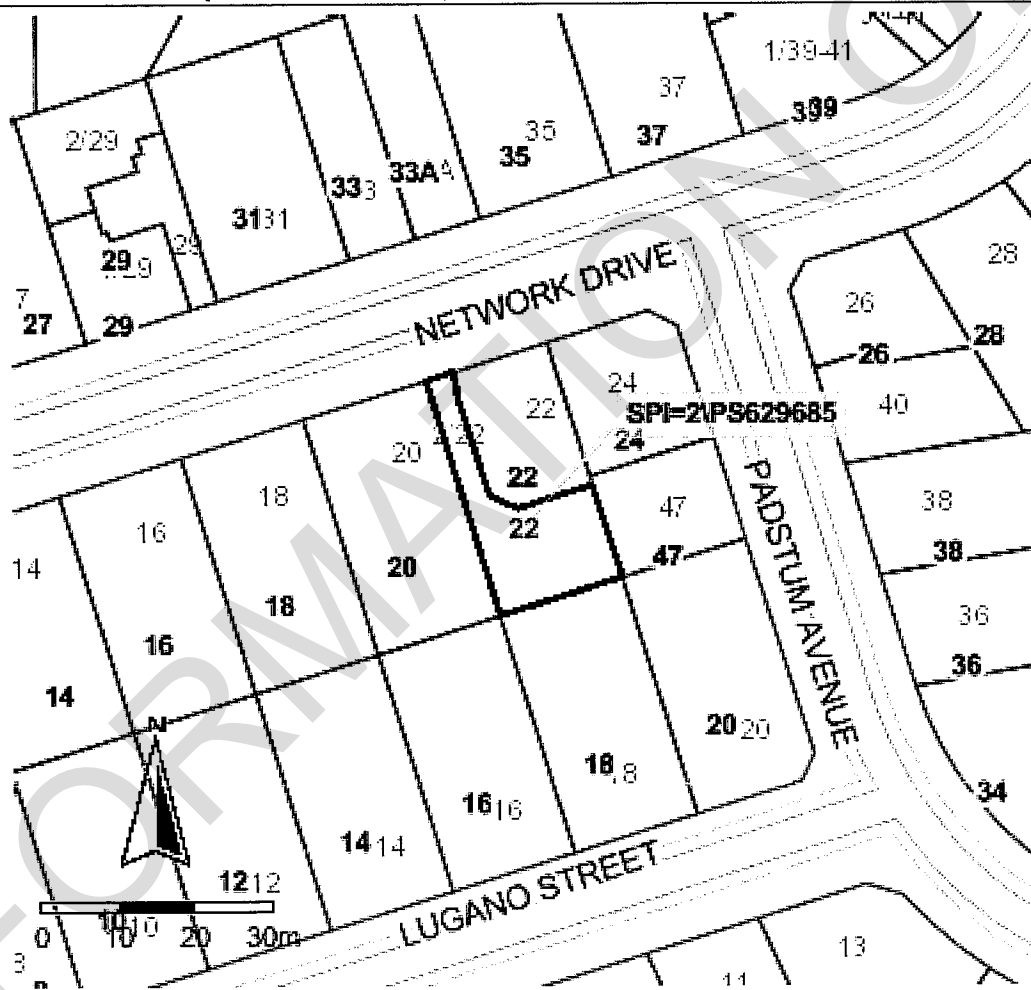
**Sonya Kilkeny**  
Minister for Planning

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

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

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

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



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

### Choose the authoritative Planning Certificate

#### Why rely on anything less?

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

#### Privacy Statement

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

# PLANNING PROPERTY REPORT



Department of Transport and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 August 2025 03:02 PM

## PROPERTY DETAILS

Address: **2/22 NETWORK DRIVE LALOR 3075**  
Lot and Plan Number: **Lot 2 PS629685**  
Standard Parcel Identifier (SPI): **2\PS629685**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **723478**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 8 C4**

[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

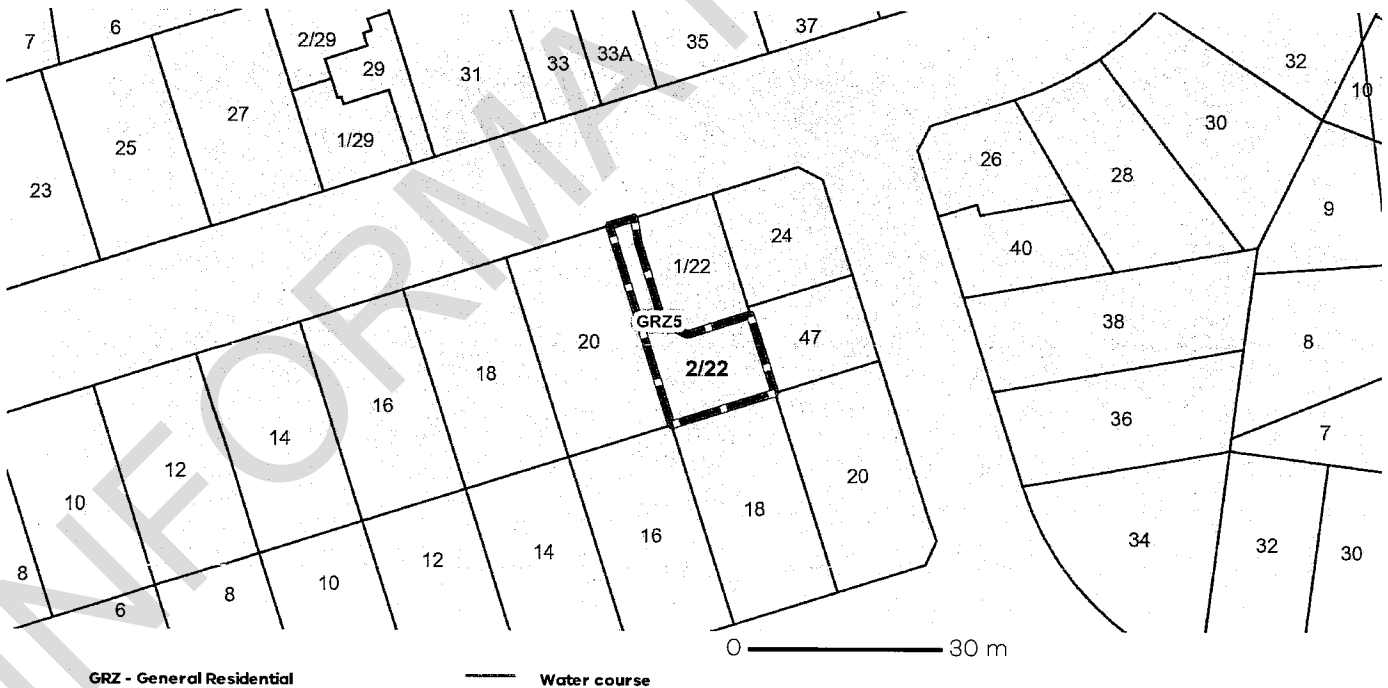
Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **THOMASTOWN**  
**OTHER**  
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 5 (GRZ5)



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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlays

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



**DCPO - Development Contributions Plan Overlay**      **Water course**

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**      **Water course**

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

## Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

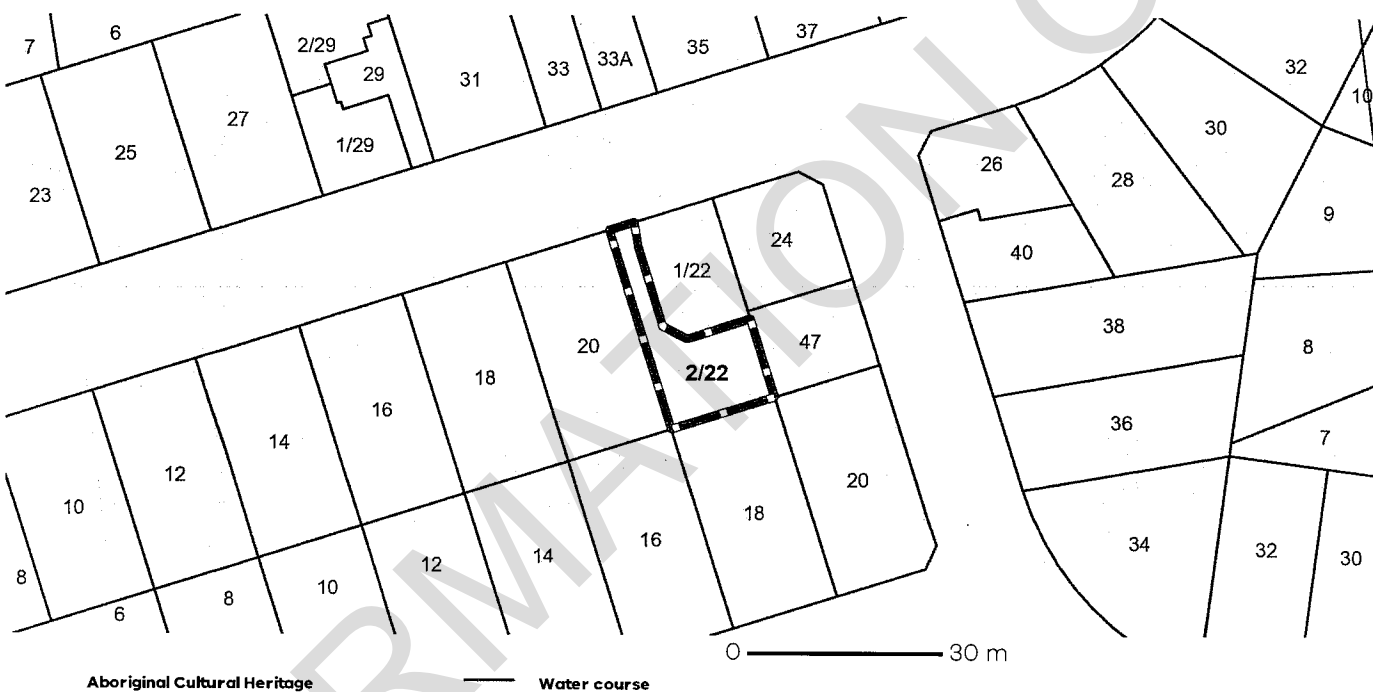
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



## Further Planning Information

Planning scheme data last updated on 8 August 2025.

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

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

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

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

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

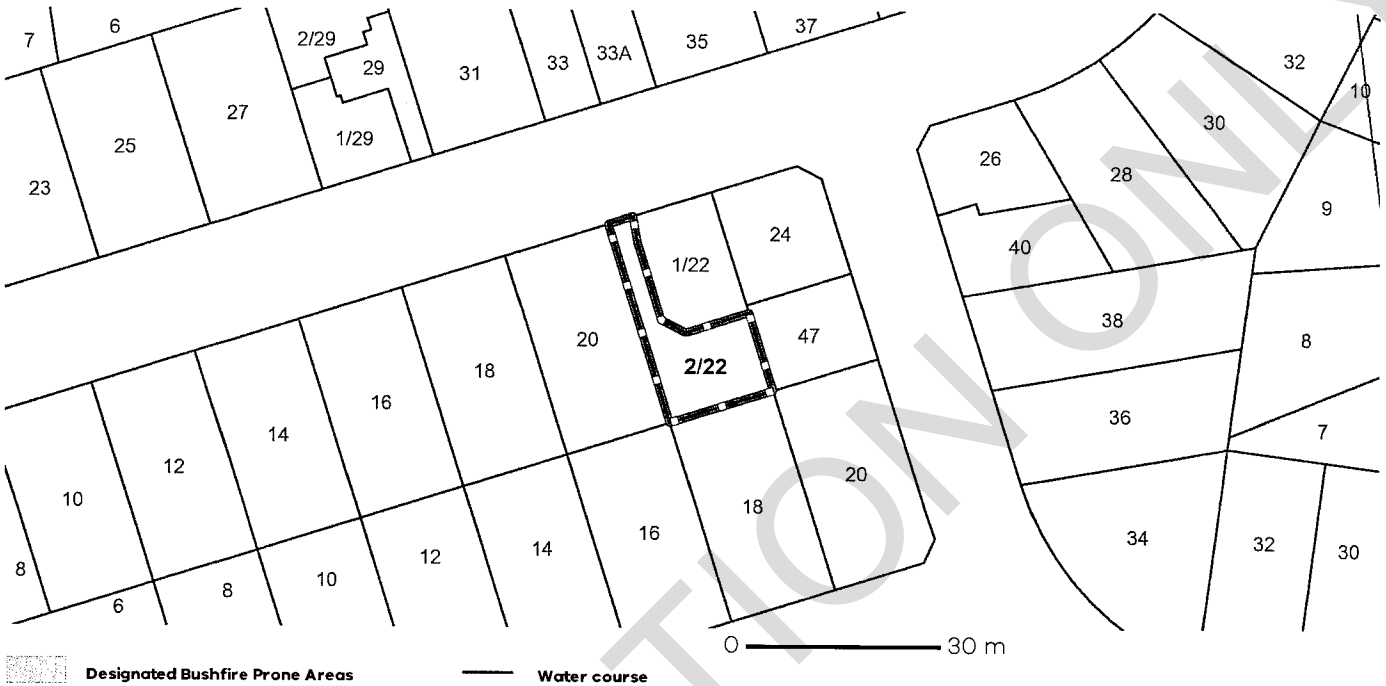
INFORMATION ONLY

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Connie Costanzo  
Suite 2 261 265 Blackburn Road  
EAST DONCASTER 3109

Client Reference: 25/0536-Ristevski & Montagnese

NO PROPOSALS. As at the 20th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 2, 22 NETWORK DRIVE, LALOR 3075  
CITY OF WHITTLESEA

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

Date of issue: 20th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77829608 - 77829608131347  
'25/0536-Ristevski & Montagnese'

**Date of issue**  
22/08/2025

**Assessment No.**  
723478

**Certificate No.**  
175520

**Your reference**  
77829608-014-2

Landata  
GPO Box 527  
MELBOURNE VIC 3001

## Land information certificate for the rating year ending 30 June 2026

**Property location:** 2/22 Network Drive LALOR 3075

**Description:** LOT: 2 PS: 629685G

**AVPCC:** 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2025	1 July 2025	\$550,000	\$360,000	\$27,500

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 2025 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 01/07/2025	\$1,300.39
ESVF Fixed charge (Res) levied on 01/07/2025	\$136.00
ESVF Variable Levy (Res) levied on 01/07/2025	\$95.15
Waste Service Charge (Res/Rural) levied on 01/07/2025	\$208.80
Waste Landfill Levy Res/Rural levied on 01/07/2025	\$105.85
Arrears to 30/06/2025	\$0.00
Interest to 22/08/2025	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00

**Balance of rates & charges due:** \$1,846.19

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

**Total rates, charges and other monies due** \$1,846.19

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

Free telephone interpreter service

 **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

**3. Notices and orders:**

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

No Orders applicable.

**4. Specified flood level:**

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

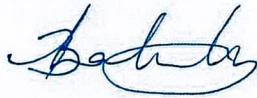
**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**



Authorising Officer

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

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

---

Payment can be made using these options.



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref **723478**



Phone 1300 301 185  
Ref **723478**



Biller Code **5157**  
Ref **723478**



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

20th August 2025

Connie Costanzo C/- GXS  
LANDATA

Dear Connie Costanzo C/- GXS,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	2/22 NETWORK DRIVE LALOR 3075
<b>Applicant</b>	Connie Costanzo C/- GXS LANDATA
<b>Information Statement</b>	30965842
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	25/0536-Ristevski & Montagnese

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	2/22 NETWORK DRIVE LALOR 3075
------------------	-------------------------------

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	2/22 NETWORK DRIVE LALOR 3075
------------------	-------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

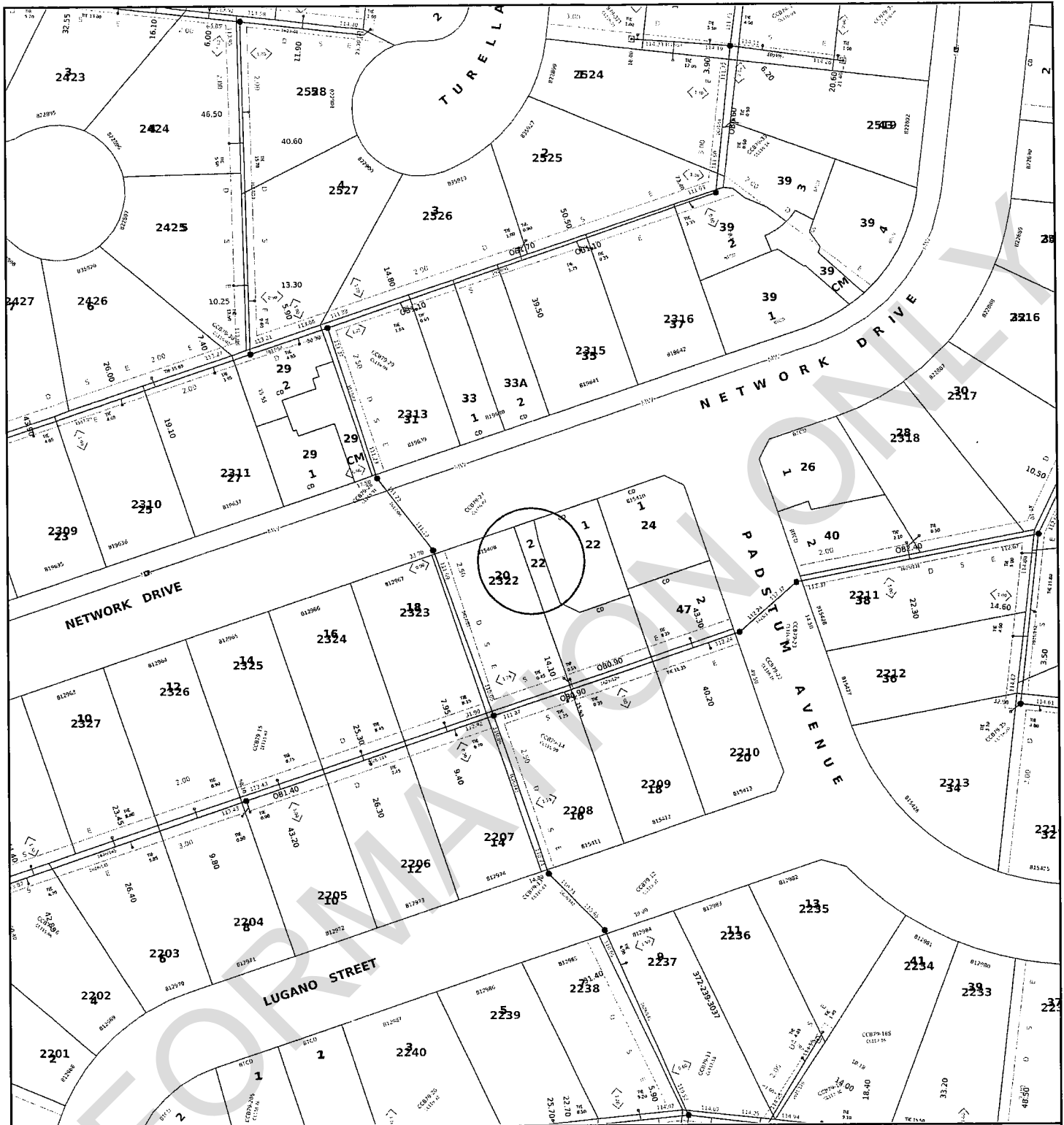
#### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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: 30965842**

<b>Address</b>	2/22 NETWORK DRIVE LALOR 3075
<b>Date</b>	20/08/2025
<b>Scale</b>	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;



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

Connie Costanzo C/- GXS  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7272525047  
**Rate Certificate No:** 30965842

**Date of Issue:** 20/08/2025  
**Your Ref:** 25/0536-Ristevski & Montagnese

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 2/22 NETWORK DR, LALOR VIC 3075	2\PS629685	1593529	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$0.00
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$0.00
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$0.00
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>			\$0.00

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.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER  
ABN 93 086 902 501

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:** 1593529

**Address:** UNIT 2/22 NETWORK DR, LALOR VIC 3075

**Water Information Statement Number:** 30965842

**HOW TO PAY**



Billers Code: 314567  
Ref: 72725250472

Amount  
Paid

Date  
Paid

Receipt  
Number

# Property Clearance Certificate

## Land Tax



CONNIE COSTANZO

**Your Reference:** LD:77829608-010-4.25/0536-F  
**Certificate No:** 92833409  
**Issue Date:** 20 AUG 2025  
**Enquiries:** ESYSPROD

**Land Address:** UNIT 2, 22 NETWORK DRIVE LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29406055	2	629685	11179	963	\$0.00

**Vendor:** SUZIE MONTAGNESE & TODE RISTEVSKI

**Purchaser:** TBA TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TODE RISTEVSKI	2025	\$330,000	\$1,261.45	\$0.00

**Comments:** Land Tax of \$1,261.45 has been assessed for 2025, an amount of \$1,261.45 has been paid.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$500,000
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SITE VALUE (SV):	\$330,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 92833409

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## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,440.00

Taxable Value = \$330,000

Calculated as \$1,350 plus ( \$330,000 - \$300,000) multiplied by 0.300 cents.

### VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,000.00

Taxable Value = \$500,000

Calculated as \$500,000 multiplied by 1.000%.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92833409

### 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: 92833409

### 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



CONNIE COSTANZO

Your Reference: LD:77829608-010-4.25/0536-Rist  
Certificate No: 92833409  
Issue Date: 20 AUG 2025  
Enquires: ESYSPROD

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<b>Land Address:</b>	UNIT 2, 22 NETWORK DRIVE LALOR VIC 3075				
<b>Land Id</b>	<b>Lot</b>	<b>Plan</b>	<b>Volume</b>	<b>Folio</b>	<b>Tax Payable</b>
29406055	2	629685	11179	963	\$0.00
<b>AVPCC</b>	<b>Date of entry into reform</b>	<b>Entry interest</b>	<b>Date land becomes CIPT taxable land</b>	<b>Comment</b>	
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

<b>CAPITAL IMPROVED VALUE:</b>	<b>\$500,000</b>
<b>SITE VALUE:</b>	<b>\$330,000</b>
<b>CURRENT CIPT CHARGE:</b>	<b>\$0.00</b>



# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92833409

## 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



CONNIE COSTANZO

Your LD:77829608-010-4.25/0536-  
Reference: RIST  
Certificate No: 92833409  
Issue Date: 20 AUG 2025

Land Address: UNIT 2, 22 NETWORK DRIVE LALOR VIC 3075

Lot	Plan	Volume	Folio
2	629685	11179	963

Vendor: SUZIE MONTAGNESE & TODE RISTEVSKI

Purchaser: TBA TBA

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: 92833409

## 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



Biller Code: 416073  
Ref: 92833409

### 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: 92833409

### 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.

Enquiries: Building and Planning Administration 9217 2170  
[Buildplan@whittlesea.vic.gov.au](mailto:Buildplan@whittlesea.vic.gov.au)

Your Ref: 77829608-016-6

4 September 2025

Landata,

**BUILDING REGULATION 51 1 (a) (b) (c) PROPERTY INFORMATION**  
**Unit 2, 22 (Lot 2) Network Drive, Lalor**

Further to your application for property information for the above address I write to advise the following:

**Regulation 51 1 (a)\***

Building Permit No	Permit Date	Brief Description of Works	Final / Occupancy Permit Date Issued
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In the last 10 years no building permits were issued.

**Regulation 51 1 (b) (c)**

Details of any current statement issued under Regulation 64(1) or 231(2) of these Regulations ..... **Not Applicable**

Details of any current notice or order issued by the relevant building surveyor under the Act ..... **No**

*(Please consult with Owner for copy of Building Notice where applicable)*

This information relates only to the structures itemised. It does not mean that there are no illegal or non-complying structures to be found on this allotment. Prospective owners are advised accordingly. Information older than ten (10) years, or details of building inspection approval dates, may be obtained from Council if necessary for an additional fee. Please contact Building and Planning Department on 9217 2170 if you wish to take advantage of this service. Council is not responsible for the validity or accuracy of any information provided by private building surveying firms as may be noted above. Please contact any private permit provider as noted accordingly (where applicable) to address any concerns you may have.

New Swimming Pool and Spa Regulations commenced in Victoria on the 1 December 2019. Property owners must have their swimming pool and spas registered with Council and ongoing safety barrier compliance checks. For more information, please visit [www.whittlesea.vic.gov.au/pools](http://www.whittlesea.vic.gov.au/pools).

Yours sincerely

**BUILDING & PLANNING**  
**CITY OF WHITTLESEA**

**Council Offices**  
 25 Ferres Boulevard  
 South Morang VIC 3752  
 Locked Bag 1  
 Bundoora MDC VIC 3083  
 ABN 72 431 091 058

**Tel** 03 9217 2170  
**Fax** 03 9217 2111  
**TTY** 133 677 (ask for 9217 2170)  
**Email** [info@whittlesea.vic.gov.au](mailto:info@whittlesea.vic.gov.au)  
[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)

 Free Telephone Interpreter Service

عربي	9679 9871	Hrvatski	9679 9872
廣東話	9679 9857	Ελληνικά	9679 9873
Italiano	9679 9874	Türkçe	9679 9877
Македонски	9679 9875	Việt-ngữ	9679 9878
普通话	9679 9876	Other	9679 9879

**Harcourts Rata & Co**  
337-339 Settlement Road,  
Thomastown, VIC 3074

P: 03 9465 7766  
E: info@rataandco.com.au  
ABN: 70162949588

**Harcourts**  
Rata & Co

## Residential Rental Agreement

for

2/22 Network Drive, LALOR VIC 3075

This agreement is between **Suzie Montagnese**  
and **Jaspreet Kaur**.

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Tue 09/01/2024

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

### 2. Premises let by the rental provider

Address of premises

2/22 Network Drive, LALOR VIC

Postcode 3075

### 3. Rental provider details

Full name or company name of rental provider

Suzie Montagnese

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

Harcourts Rata & Co

Address

337-339 Settlement Road, Thomastown, VIC

Postcode 3074

Phone number

03 9465 7766

ACN (if applicable)

Email address

rentals.support3@rataandco.com.au

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

#### 4. Renter details

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

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

#### 5. Length of the agreement

Fixed term agreement

Start date

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

End date

Periodic agreement (monthly)

Start date

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

## 6. Rent

Rent amount(\$)  
(payable in advance)

To be paid per  week  fortnight  calendar month

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

Date first rent payment due

The rent will be increasing to  per month from

## 7. Bond

The Renter has paid the bond specified below

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

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

Rental bond amount(\$)

Bond lodgement date

Bond Lodgement No.

## Part B – Standard terms

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

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit  bank deposit  cash  cheque  money order  BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BILLER CODE: 4481  
BPAY REF: 32905697

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

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

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.  
(Rental provider to tick as appropriate)

Yes

Rentals Support 3: rentals.support3@rataandco.com.au

No

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

(Renter to tick as appropriate)

**Renter 1**  Yes

Jaspreet Kaur: xxxxx@xxxxx.com

No

**Renter 2**  Yes

No

**Renter 3**  Yes

No

**Renter 4**  Yes

No

---

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

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

Emergency contact name

Alex Doucas

Emergency phone number

03 9465 7766

Emergency email address

maintenance@maintenanceplus.com.au

---

## 11. Professional cleaning

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

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

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

---

## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

---

## 13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

## Part C – Safety related activities

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### 14 Electrical safety activities

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

### 15 Gas safety activities

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

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

### 16 Smoke alarm safety activities

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

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

---

### 17 Swimming pool barrier safety activities

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

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

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

### 18 Relocatable pool safety activities

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

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

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

---

### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

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

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

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

INFORMATION ONLY

## 20. Use of the premises

The renter:

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

## 21. Condition of the premises

The rental provider:

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

The renter:

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

## 22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

## 23. Locks

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

## 24. Repairs

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

## 25. Urgent repairs

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

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

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

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

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

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

## 26. Non-urgent repairs

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

## 27. Assignment or sub-letting

The renter:

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

The rental provider:

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

## 28. Rent

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

## 29. Access and entry

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

## 30. Pets

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

### **31. Additional terms (if any)**

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

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

### **32. Damage to the Premises**

The Renter must ensure that care is taken to avoid damaging the rented Premises.

The renter must take reasonable care to avoid damaging any common areas.

The Renter who becomes aware of damage to the rented Premises must give notice to the Rental provider of any damage to the Premises as soon as practicable.

### **33. Cleanliness of the Premises**

33.1 The Renter must keep the Premises in a reasonably clean condition during the period of the Agreement.

### **34. Agent is First Point of Contact**

34.1 The Renter acknowledges that it is not permitted to contact the Rental provider directly unless expressly authorised in writing. For the avoidance of doubt, the Renter acknowledges that where the Rental provider's consent is required to be obtained under this Agreement, the Renter is to direct such request for the Rental provider's consent to the Agent in writing. The Renter is to direct all queries or complaints to the Agent directly.

### **35. Water Consumption & Utilities**

35.1 The Renter is responsible for all water usage charges where the property is separately metered. It is the Renter's obligation to establish the water usage account with the relevant body prior to taking occupation of the premises.

35.2 If a service is disconnected or damaged:

- a. due to the fault of the Rental provider, Agent or Rental provider's contractor, the Rental provider or Agent will have the service re-connected or repaired; or
- b. due to the fault of the Renter, or a person the Renter has on the Premises, the Renter must have the service re-connected or repaired at its cost.

35.3 If the Renter disconnects a service or changes the supplier of it, the Renter must pay the cost of having the service disconnected, another service connected or both. If the Premises is separately metered for utility services, the Renter must pay all charges in respect of the re-connection and consumption of water, gas, electricity and telephone.

35.4 The connection of an existing and/or new phone line, internet connection and/or connection of any cable television, antenna or dish or adding additional power outlets, phone sockets or antenna points will require the Rental provider's prior approval and will be at the Renter's cost.

### **36. Condition Report**

36.1 If the Renter has not physically viewed the Premises, the Renter acknowledges that it has had a representative view the Premises on their behalf and agrees to accept the Premises as is.

36.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:

- a. An electronic copy of the condition report signed by the Rental provider or Agent.
- b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
- c. a copy of this tenancy Agreement.

36.3 the Renter acknowledges that the condition report must be signed and returned to the Agent within 5 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

36.4 If the Renter is entering into a renewed Lease agreement, the original condition report will remain as true and correct.

### **37. Rental provider's Insurance and Renter's Contents Insurance**

37.1 The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium and the Renter shall pay the Rental provider all increased premiums and all other expenses incurred as a consequence of any breach of this term.

37.2 The Renter agrees to pay the Rental provider any excess amount or additional premium charged by the Rental provider's insurance company (to the extent the Rental provider elects to have this insurance in place and use it for the Renter's responsible damage), as a result of any damage caused by the Renter, or by anyone on the Premises with the consent of the Renter.

37.3 The Rental provider's insurance policy covers only the building plus any fixtures and fittings at their option and not the Renter's contents. The Rental provider accepts no responsibility for stolen, misplaced or damaged personal belonging kept inside or outside the rented Premises whatsoever, including but not limited to items stored in vehicles in common car parking areas or storage cages. It is strongly recommended that the Renter obtains adequate insurance coverage for its possessions.

### **38. Reporting Defects**

38.1 If the Renter becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.

38.2 If the Renter becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Renter or anyone it allowed onto the Premises, caused a blockage or defect, the Renter will be responsible to pay to the Rental provider the reasonable expenses incurred in having the defect rectified.

### **39. Inspections**

39.1 The Renter acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.

39.2 The Renter acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Renter upon giving the Renter a minimum of 7 days' written notice.

## **40. Disclosure of information**

40.1 The Renter authorises the Agent to disclose details of its credit worthiness, to the Renter's personal referees, employer, any record, listing or database of defaults by renters to the owner or agent of any future residence.

40.2 If the Renter defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

## **41. Employment Details**

30.1 The Renter agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

## **42. Permitted Use**

42.1 The Renter must use the Premises for the permitted use, which is as the Renter's place of residence. The Renter must not use the Premises for any other purpose without first obtaining the Rental provider's consent in writing, by sending a written request to the Agent.

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

42.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Renter and the Renter agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Renter to then become in arrears.

## **43. Urgent and Non-Urgent Repairs**

43.1 The Renter acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.

43.2 The Renter agrees to immediately notify the Agent of any URGENT repairs, as per the contact details specified in Item 3. The Renter agrees to take all reasonable measures to get in contact with the Agent.

43.3 The Rental provider and the Renter acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written under Urgent Repairs of Part D. The Rental provider will be contacted for approval for all urgent repairs prior to proceeding.

43.4 The Renter acknowledges that if a contractor is called out to the Premises with no repair required, then the Renter may be liable for payment of the invoice issued by the contractor.

## **44. Garden and Parking**

44.1 The Renter agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.

44.2 The Renter must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Renter must notify the Agent if there are any concerns with regards to the operation of the system. It is the renter's responsibility to keep all plants and lawns alive.

44.3 The Renter must park vehicles in the designated area. The Renter must not park on grass or garden areas, if it does then the Renter will be liable to fix any damage caused to the grass and grounds.

44.4 The Renter will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

## **45. Light Globes and Pilot Lights**

45.1 The Renter must replace at the Renter's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.

45.2 The Renter is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Rental provider to relight a pilot light where this is the only issue the Renter will be liable for all costs.

## **46. Pets**

46.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the completion of the Pet Request form. The renter provider has 14 days to make a decision. If they don't agree, the rental provider will apply to VCAT. The renter can't keep a pet while VCAT is making a decision.

46.2 If the Rental provider consents to the Renter keeping a pet on the Premises, the Renter hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.

46.3 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

46.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Renter must report any damage caused to the Premises to the Agent within 7 days and the Renter agrees to rectify the damage or replace the flooring as soon as possible at the Renter's expense.

## **47. Rubbish and hanging clothes**

47.1 The Renter must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

47.2 The Renter must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

## **48. Inflammable Liquids Not Permitted**

48.1 Except as allowed by this by this item 48, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

48.2 Apart from kerosene which the Renter must not have at the Premises, the Renter is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

## **49. Vehicle/boat servicing or Repairs not to be carried out**

49.1 For the purposes of this item 49, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

49.2 The Renter agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.

49.3 The Renter also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

## **50. Smoke Alarms**

50.1 The Renter acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Renter becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Renter must notify the Agent as soon as possible, and within 24 hours of becoming aware.

50.2 The Renter agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Renter must immediately notify the Agent and confirm such advice in writing on the same day.

50.3 The Renter acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Renter must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

## **51. Swimming Pool/Spa**

51.1 This item 51 applies if there is a swimming pool, spa or variation thereof at the Premises.

51.2 The Renter hereby agrees:

- a. to maintain the swimming pool/spa by using the equipment provided;
- b. to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
- c. to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
- d. to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
- e. to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.

51.3 The Renter acknowledges and agrees that if item 51.2 is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

## **52. Locks & Keys**

52.1 The Renter is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Renter provides duplicate keys to the Agent within 24 hours of changing the locks.

52.2 The Renter is permitted to change the code of an alarm at the Premises, on the condition that the Renter notifies the Agent in writing within 24 hours of the changed alarm code.

52.3 The Rental provider and Renter agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Renter is required to provide the key with a copy of a receipt for reimbursement.

52.4 The Renter acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.

52.5 The Renter acknowledges that whilst all due care has been taken by the Rental provider and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Rental provider's recommendation that the barrels to locks are changed by the Renter.

## **53. Blockages Caused by Misuse**

53.1 The Renter must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Renter shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Renter or their visitors.

## **54. Payment Of Rental**

54.1 All rental payments are to be made on time and in full in the manner specified in Item 8 of the standard terms or otherwise instructed by the Agent in writing. No part payments will be accepted. The Renter acknowledges and agrees that payments made by cheque or money order are subject to a \$16.50 processing fee (inclusive of GST).

54.2 The Renter acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Rental provider immediately after funds have cleared.

54.3 Any costs incurred by the Rental provider or Agent to retrieve rental arrears shall be reimbursed by the Renter. This includes charges of \$27.50 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

## **55. Assignment, Sub-letting and Short Stay Accommodation**

55.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with item 55.2.

55.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are a one off fee of \$250 (inclusive of GST) plus a Renter National Tenancy Database Check of \$22.00 (inclusive of GST) per new Renter (Tenant), an one off fee for an Industry Approve Lease Fee of \$6.60 (inclusive of GST) and a one off fee for the Bond Lodgement of \$5.50 (inclusive of GST).. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

55.3 For the purposes of item 55.2 to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

55.4 The Renter must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Rental provider's prior written consent, which, if given, may be subject to reasonable conditions.

55.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this item 55.

55.6 The Renter agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).

## **56. Fixed Term Lease Break**

56.1 In the event that the Renter wishes to vacate the Premises prior to the Termination Date as specified in Item 5 in Part A, the Renter must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).

56.2 The Renter will be liable for and agrees to pay the following fees and charges as applicable:

- a. any advertising costs incurred including an internet marketing cost of \$355 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

56.3 The Renter agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Renter commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Rental provider agrees to mitigate the Renter's loss by taking reasonable steps to relet the Premises.

## **57. Advertising Boards and Access To The Premises**

57.1 The Renter shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.

57.2 The Renter shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or renters upon 48 hours' notice or by Agreement with the Renter.

## **58. Owners Corporation Rules (Where Applicable)**

If there is an owners corporation for the Premises ("Owners Corporation"), the Rental provider agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.

If item 58.1 applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

If item 58.1 applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

## **59. Condensation and Mould**

59.1 The Renter must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.

59.2 The renter further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.

59.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this item 59 must be rectified professionally at the Renter's expense.

## **60. Pot Plants and Furniture Placement**

60.1 The Renter must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.

60.2 The Renter agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.

60.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this item 60 will be rectified professionally at the Renter's expense.

## **61. Smoking**

61.1 The Renter must not smoke inside the Premises. The Renter may smoke in uncovered areas outside the Premises. The Renter must place all cigarette waste in the appropriate receptacle.

61.2 If the Renter has not complied with item 61.1, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

## **62. Redirection of Mail and Disconnection of Services**

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this item 62.

## **63. Notice to Vacate**

63.1 If the Renter wishes to vacate the Premises at the expiration of this Agreement, it must give the Agent written notice of the Renter's intention to vacate at least 28 days prior to the expiration of the Agreement. An SMS message is NOT acceptable.

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

63.3 Notice under this item 63 must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

## **64. Expiry of Fixed Term Agreement**

64.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with item 63.

64.2 The Renter acknowledges the right of the Rental provider under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

## **65. Keys**

The Renter must return all keys, security swipe passes/fobs and remote controls to the Agent's usual address. The Renter's obligation to pay rent continues until such time that all the keys, security swipes/fobs are returned to the Agent.

## **66. Cleaning Premises Upon Vacating**

66.1 The Renter must:

- a. remove all possessions including but not limited to furniture, motor vehicles, equipment and rubbish from the Premises; and
- b. undertake a full clean of the Premises as in accordance with the any instructions provided by the Agent and as required under this agreement to reinstate the premises to the state at the commencement of this agreement. If the Renter is not able to undertake the full clean, they must immediately advise the Agent to arrange a professional cleaner to undertake the full clean. The cost of such cleaner will be payable by the Renter.

66.2 The Renter agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating if this was done prior to the tenancy commencing.

66.3 If the Renter kept a pet at the Premises in accordance with item 46.1, in addition to the foregoing upon vacating the Premises the Renter must also:

- a. ensure all pet droppings are cleaned from the yard of the Premises; and
- b. have the Premises professionally fumigated and provide a receipt for such to the Agent. The fumigation is essential as fleas lie dormant until a property is re-occupied.

## **67. Bond Lodgement and Refund**

67.1 The bond has been deposited in accordance with the requirements of the Act and RTBA.

67.2 The Renter acknowledges that pursuant to Section 428 of the Act, it shall not refuse to pay rent on the grounds that it intends to regard the bond or any part of the bond as rent paid by the Renter. The Renter acknowledges that failure to abide by this Section renders the Renter liable to a penalty.

## **68. General**

68.1 The Renter shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

68.2 The Renter acknowledges that no promises, representations, warranties or undertakings have been given by the Rental provider or Agent in relation to the suitability of the Premises for the Renter's purposes or in respect of the furnishings, fittings or appurtenances of the Premises otherwise than as provided herein.

68.3 No consent or waiver of any breach by the Renter of the Renter's obligations under the Act shall prevent the Rental provider from subsequently enforcing any of the provision of the Agreement.

68.4 The Renter acknowledges that any breach and compensation claim as a result of any breach may be listed to the National Tenancy Database and/or Equifax (if a VCAT order has been obtained) for the total amount declared by the Tribunal.

68.5 This Agreement may be amended only by an Agreement in writing signed by the Rental provider and the Renter.

## **69. General**

69.1 The Residential Rental Rental provider (Landlord) and/or Residential Renter (Tenant) agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, Melbourne Real Estate Debt Collection, for the purposes of debt collection, ConnectNow or a similar company for the purposes of service connections, Water Utilities, Local council, Smoke Alarm Solutions or a similar company for the purposes of smoke alarm servicing and testing, Twenty2 maintenance (or similar company) for purposes of safety checks & maintenance, Melbourne Real Estate Conveyancing, any other supplier/maintenance company and/or any affiliate of Harcourts Rata & Co and Consumer Affairs Victoria, Real Estate Institute of Victoria or any other governing body.

## **Rental Standards**

1. Are there deadlocks to all Entry doors?

A. If no, could one be fitted?

B. Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key?

2. Is a vermin-proof rubbish bin supplied?

A. Is a vermin-proof recycle bin supplied?

B. Are the supplied bins provided by or are compatible with local council collection?

3. Are the toilets connected to an appropriate sewerage or wastewater treatment system?

A. Are the toilets situated in a suitable housing/room?

4. Is there a washbasin, shower or bath with hot and cold water?

- A. Is there a 3 Star rated showerhead fitted?
5. Is there a dedicated area for cooking and food preparation?
- A. Is the sink in good working order and is connected to hot and cold water?
- B. Is the cooktop in good working order and has 2 or more burners?
- C. Is the oven in good working order - if fitted?
6. Are laundry facilities present in the rented premises?
- A. Are the laundry facilities connected to a reasonable supply of hot and cold water?
7. Is there any visual evidence that the property may be structurally unsound or not weatherproof?
8. Is there any visual evidence of mould or damp caused by or related to the building structure?
9. Does the property have a safety switch / RCD?
10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy?
- A. Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy?
11. Can all external windows in the rented premises that are capable of opening be set in a closed or open position?
- A. Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry?
12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms?
13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation?
14. Is there a working heater in the main living area of the premises?

## Privacy Collection Notice

As professional property managers **Harcourts Rata & Co** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9465 7766

### Primary Purpose

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

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

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

### Secondary Purpose

**Harcourts Rata & Co** also collect your personal information to:

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

### Premises.

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

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

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

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

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

### Disclaimer

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

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

INFORMATION ONLY

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## Signatures

This agreement is made under the Act.

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

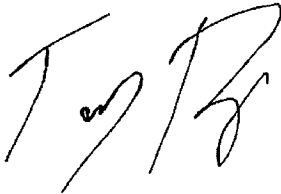
### Rental Provider

Rental Provider 1: **Suzie Montagnese**



Signed at Wed, 20/12/2023 13:20

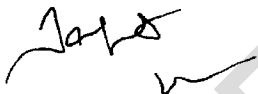
Rental Provider 2: **Tode Ristevski**



Signed at Tue, 09/01/2024 21:33

### Renter(s)

Renter : **Jaspreet Kaur**



Signed at Wed, 20/12/2023 13:18

## AUDIT TRAIL

### Jaspreet Kaur (Renter)

Wed, 20/12/2023 13:14 - Jaspreet Kaur clicked 'start' button to view the Residential Rental Agreement

Wed, 20/12/2023 13:18 - Jaspreet Kaur stamped saved signature the Residential Rental Agreement

Wed, 20/12/2023 13:18 - Jaspreet Kaur submitted the Residential Rental Agreement

### Suzie Montagnese (Rental Provider)

Wed, 20/12/2023 13:20 - Suzie Montagnese clicked 'start' button to view the Residential Rental Agreement

Wed, 20/12/2023 13:20 - Suzie Montagnese stamped saved signature the Residential Rental Agreement

Wed, 20/12/2023 13:20 - Suzie Montagnese submitted the Residential Rental Agreement

**Tode Ristevski (Rental Provider)**

Tue, 09/01/2024 21:31 - Tode Ristevski clicked 'start' button to view the Residential Rental Agreement

Tue, 09/01/2024 21:33 - Tode Ristevski stamped saved signature the Residential Rental Agreement

Tue, 09/01/2024 21:33 - Tode Ristevski submitted the Residential Rental Agreement

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AGREEMENT END

INFORMATION ONLY

**VENDOR: Suzie Montagnese & Tode Ristevski**

**PROPERTY: Unit 2/22 Network Drive, Lalor 3075**

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**SECTION 32 STATEMENT**

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**COSTANZO  
LAWYERS  
Suite 2, 261-265  
BLACKBURN ROAD  
DONCASTER EAST VIC 3109**

**TEL: (03) 9894 5888**

**FAX: (03) 9894 5588**

**EMAIL: [connie@costanzolawyers.com.au](mailto:connie@costanzolawyers.com.au)**

**DX 38406 DONBURN**

**REF: CC:25/0536**