

# CONTRACT OF SALE

**VENDORS: GIUSEPPE LUIGI GUERRA AND  
HELEN ROSEMARIE GUERRA**

**PROPERTY: UNIT 1, 10 BRIGDEN COURT, MILL PARK VIC 3082**



HOME CONVEYANCING RESERVOIR  
288 BROADWAY, RESERVOIR 3073  
PH 9460 9400  
REF: 25173

# CONTRACT OF SALE OF REAL ESTATE



**PROPERTY ADDRESS: UNIT 1, 10 BRIGDEN COURT, MILL PARK VIC 3082**

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions;

In that order of priority

### IMPORTANT NOTICE TO PURCHASERS

#### Cooling-off period (Section 31 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 or within 3 clear business days **before or after** a publicly advertised auction; 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'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 ...../...../20.....

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

This offer will lapse unless accepted within [ ] clear business days (3 business days if none specified).

### SIGNED BY THE VENDOR

..... on ...../...../20.....

Print name of person signing **GIUSEPPE LUIGI GUERRA and HELEN ROSEMARIE GUERRA**.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

HARCOURTS RATA & CO  
769 HIGH STREET, EPPING VIC 3076

Tel: 9401 1117

Ref:

Email: sold@rataandco.com.au

### VENDOR

GIUSEPPE LUIGI GUERRA AND HELEN ROSEMARIE GUERRA

Tel:

Ref:

Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

HOME CONVEYANCING RESERVOIR  
Of 288 BROADWAY, RESERVOIR VIC 3073

Tel: (03) 9460 9400

Ref: 25173

Email: lydia@homeconveyancing.com.au

### PURCHASER

Of

Tel:

Ref:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of ,

Tel:

Ref:

Email:

### PROPERTY ADDRESS

UNIT 1, 10 BRIGDEN COURT, MILL PARK VIC 3082

### LAND (General Conditions 3)

The land is described in the table below –

Certificate of Title reference	Being Lot 1	On Plan 347371C
<b>Volume 10354</b>	<b>Folio 501</b>	

OR

Described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement as attached to the Section 32 Statement if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

### GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature as inspected.

### PAYMENT

(General Condition 10)

Price

\$

Deposit

\$ \_\_\_\_\_

by

(of which \$

has been paid)

Balance

\$

payable at settlement

=====

**GST**

(General Condition 13)

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

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

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

**GST – RESIDENTIAL WITHHOLDING PAYMENT**

The Purchaser is not required to make a GST withholding payment under section 14-250 Of Schedule 1 to the Taxation Administration Act 153 (Cth) in relation to this supply of Land unless the words '**GST withholding applies**' appear in this box in which case the Vendor will provide further details before settlement.

Unless the words '**GST withholding applies**' appears in this box, this section serves as a Notification for the purposes of section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and the Vendor will not be required to produce a notice.

**SETTLEMENT**

(General Condition 10)

Is due on

Unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of; The above date;

or

14 days after the vendor gives notice to the purchaser of registration of the plan.

**LEASE**

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to General Condition 1.1

**TERMS CONTRACT**

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

**LOAN**

(refer to general condition 14)

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

Lender:

Loan amount: \$

Approval date:

**SPECIAL CONDITIONS**

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

## CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

### TITLE

#### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

#### 2. VENDOR WARRANTIES

- 2.1 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.2 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.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

#### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

## 7. DUTIES ONLINE SETTLEMENT STATEMENT

The Vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The Purchaser will sign the DOLSS no later than 7 days prior to settlement.

## 8. RELEASE OF SECURITY INTEREST

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
- (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise."

## 9. 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.

## 10. SETTLEMENT

10.1 At settlement:

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid 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;

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
  - (i) there are no debts secured against the property; or
  - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
- (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is 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.

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

#### 14. LOAN

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

#### 15. ADJUSTMENTS

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

#### TRANSACTIONAL

##### 16. TIME

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

##### 17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proven 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**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
  - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

##### 18. NOMINEE

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

##### 19. LIABILITY OF SIGNATORY

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

##### 20. GUARANTEE

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

## 21. NOTICES

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

## 22. INSPECTION

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

## 23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 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.

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

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

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. BREACH

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

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

## DEFAULT

### 26. INTEREST

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

## **27. DEFAULT NOTICE**

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

## **28. DEFAULT NOT REMEDIED**

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

# SPECIAL CONDITIONS

## 1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 1 applies, if the box is marked "EC"

EC

- 1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 1.3 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.
- 1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.
- 1.6 Settlement occurs when the workspace records that:
  - (a). the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b). if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 1.7 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 special condition 1.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00 pm.
- 1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 1.9 The purchaser must before settlement:
  - (a). ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
  - (b). ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
  - (c). ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
  - (d). be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9(a)-(c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
  - (e). acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.
- 1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

2. **Compliance with Sale of Land Act**

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the *Sale of Land Act 1962* (as amended) in the form included in this Contract of Sale.

3. **Jointly and Severally**

- (a). If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.
- (b). Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4. **Whole Agreement**

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

5. **Acceptance of Title**

General Condition 12.4 is added:

12.4 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.

6. **Adjustments**

General Condition 15 is amended by the inclusion of the following clauses;

- 6.1 The purchaser must provide Statement of Adjustments and copies of all certificates and other information used to calculate the adjustments under General Condition 15, five (5) business days prior to settlement.
- 6.2 The calculation of adjustments shall be apportioned on the value of the land sold disregarding any statutory benefit or exemption.

7. **Notices**

General Condition 21 is replaced with the following:

**21.NOTICES**

- 7.a 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.
- 7.b 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.
- 7.c The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8. **Transfer of Land and Duties On Line**

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of this Special Condition and 1.10 and General Condition 6.

9. **Identity of Land**

9.a The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from the Vendor's obligations or affect the rights of the Purchaser pursuant to Section 9AC of the *Sale of Land Act 1962* (as amended).

9.b General Condition 3 of Form 2 shall not apply to this Contract of Sale.

**10. Representation and Warranty**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

**11. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

**12. Default**

- (a). The provisions of General Condition 26 are amended to include should the Purchaser default in payment of any money due under this Contract, then interest be charged at an additional three per cent higher than the rate for the time being fixed by the Penalty Interest Rates Act and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 12(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.

**13. Cancellation and or Re-Scheduling**

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be advised and disclosed to the Purchaser, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees of \$220.00 per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and or alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or re-scheduled be liable for the Vendors costs for re-attendance and re-scheduling fee.

**14. Nomination**

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. The Purchaser and Nominated party acknowledges should nomination be within 14 days of settlement date an administration fee of \$220.00 will be applicable and payable by the Purchaser.

**15. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the person signing on behalf of the Corporate Purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

**16. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

**17. Auction**

When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those Rules.

**18. Release of Security – General Condition 8**

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

## Foreign Resident Capital Gains Withholding;

19. Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;
- 19.1 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.
- 19.2 This special condition only applies if the purchaser is required to pay the Commission an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).
- 19.3 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.
- 19.4 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 in this special condition; and
  - (b) Ensure that the representative does so.
- 19.5 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 monies under the control or direction of the representative in accordance with this special 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 special 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.
- 19.6 The representative is taken to have complied with the obligations if:
- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and
  - (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;
- 19.7 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 date of settlement.
- 19.8 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 of 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.
- 19.9 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

## 20. GST Withholding Payments and Notifications

- 20.1 In this Special Condition 20.1 terms have the following meanings;
- (a) **Commencement Date** means 1 July 2018
  - (b) **Commissioner** has the meaning given to that term in the TA Act;
  - (c) **GST Withholding Amount** means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
  - (d) **Operative Date** means 1 July 2020.
  - (e) **Purchasers Notice** means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
  - (f) **TA Act** means the Taxation Administration Act 1953 (Cth); and
  - (g) **Vendor Notice** means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

- 20.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.
- 20.3 Subject to Special condition 20.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.
- 20.4 Subject to Special Condition 20.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchaser's Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 20.4 the Vendor effects settlement after the date settlement is due under the Contract.
- 20.5 This special condition will not merge on settlement.

21. **Variations to Contract**

Should the purchaser require a variation of the Contract after the date of sale the purchaser will be liable for costs associated with the variation sought. The parties agree variations to the Contract as agreed between the parties from time to time are to be in writing between the parties representatives. The parties agree any such variation(s) will form part of this Contract and will be binding from the date of variation confirmed and agreed to.

22. **Purchaser's Acknowledgement**

- 22.1 The Purchaser acknowledges that they are purchasing the property as described herein as a result of their own enquiries and inspections and do not rely upon any representations or warranties made by the Vendor, the Vendor's representative, the Vendor's agent or any other person on the Vendor's behalf or otherwise associated with the Vendor.
- 22.2 The Purchaser also acknowledges that they are purchasing the property;
- a. In its present condition and state of repair;
  - b. Subject to any and all defects latent or patent;
  - c. Subject to any and all infestations; and;
- 22.3 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition, or claim for compensation arising out of any of the matters covered by this Special Condition and not limited to any part or parts of the Particulars of Sale altering, changing or amending the Vendor's position from signing of the Contract to settlement date.
- 22.4 The Purchaser agrees the Vendor is under no obligation to enhance the property by adding so as to benefit the Purchaser and/or the value of the property.
- 22.5 General Conditions 24.4, 24.5 and 24.6 shall not apply.

23. **Leased Property**

Definitions In this Special Condition:

**Leases** means the lease between the Vendor and Tenant.

**Rent** means the rent and all other monies payable by the Tenant pursuant to the Lease.

**Tenancy Documents** means the written lease between the Vendor and Tenant and attached.

**A. Property Sold Subject To Lease**

- (a) The parties acknowledge that the land is currently leased to the Tenant pursuant to the attached Lease;
- (b) On and from the settlement date, the Vendor assigns all its right, title and interest in the Lease (including any covenants which do not touch or concern the land) to the Purchaser;
- (c.) The Purchaser buys the Property subject to the Lease to the Tenant and is not entitled to object or make any requisitions on the Lease nor to raise any alleged deficiencies in the Lease or waiver on the part of any party nor to object to the right of the Tenant to remove any Tenant's fixtures and fittings installed on the Property.

- (d) The Vendor does not warrant nor represent that:
- (i) The Tenant will not be in breach of its obligations under the Lease as at the Settlement Date;
  - (ii) The Tenant will be in possession of the leased property at the Settlement Date;
  - (iii) It holds all originals or counterparts of the Tenancy Documents.
- (e.) **Exclusion from Sale**  
The Purchaser acknowledge the sale of the land does not include any chattels, plant equipment, fixtures, fittings or other items owned by the Tenant, or, except where expressly included in this sale, leased by the Tenant from any third party. The Purchaser takes title to the Property subject to the right of the tenant to remove such items in accordance with the terms of the Lease or under any Law.
- (f) **Purchasers Obligations From the Settlement Date;**
- (i) The Purchaser must comply with all the Vendor's obligations under the Lease; and
  - (ii) The Purchaser must indemnify and keep indemnified the Vendor from and against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in relation to any breach by the Purchaser of the Lease.
- (g) **Powers of Vendor**  
Up to and including Settlement Date, the Vendor, acting reasonably may (but is not obligated to) enforce the Lease and may deal with the Lease as the Vendor reasonably deems fit, but the Vendor must not terminate, consent to an assignment or sub-lease, surrender or vary, or agree to review of rent without the prior written consent of the Purchaser (which consent will not be unreasonably withheld).
- The Vendor may enter into a new Lease with a new Tenant with respect to any vacant tenancy area with the prior written consent of the Purchaser (which consent will not be unreasonably withheld).
- (h) **Adjustment of Rent**  
Rent will accrue to the Vendor up to and including Settlement Date. After Settlement Date, the Rent will accrue to the Purchaser. Any prepaid Rent beyond the Settlement Date will be apportioned between the Vendor and Purchaser. No adjustment is to be made for any rent which is payable, but unpaid and relates to any period after the settlement date. In the event any rent due to the Vendor is paid to the Purchaser after settlement, the Purchaser is deemed to hold that rent on trust for the sole benefit of the Vendor and shall immediately remit and refund rent owed to the Vendor and the Purchaser is not permitted to use the amount so received for any other purpose, set off or otherwise.
- (i) **Arrears or Part Paid Rent**
- (i) If on the Settlement Date, any rent is in arrears, the arrears remain the entitlement of the Vendor.
  - (ii) The Vendor and Purchaser agree and acknowledge that despite S141(1) of the Property Law Act, the Vendor will retain all rights to recover all rent which relates to the period up to and including the Settlement Date against the Tenant. The Vendor may take legal proceedings against the Tenant to recover the rent after settlement.
  - (iii) If on the Settlement Date, any rent is partly paid and relates to the period which begins before and ends after Settlement Date, the amount which is paid is agreed by the Purchaser to be applied first towards the period beginning before and including Settlement Date.
- (j) **Estimated Outgoings**  
If the Tenant has paid an estimated amount of outgoings, the Vendor and Purchaser must make any necessary adjustments against the actual outgoings payable by the Tenant within 14 days after the corresponding adjustment is made with the Tenant so that the outgoings are borne by and credited to the Purchaser from Settlement Date. The Purchaser must give the Vendor prompt notice when it becomes aware of any amount requiring re-adjustment and provide the Vendor will all information required by the Vendor to properly calculate any adjustment required.

(k) **Acknowledgement**

- (i) The Purchaser has inspected the tenancy occupied by the Tenant prior to entering into this Contract;
- (ii) The Purchaser may not make any claim nor require the Vendor to take any action because of anything in relation to the Lease and/or occupation of the property, including because;
  - The Lease is or may be void, unenforceable or illegal or may be avoided or terminated;
  - The Vendor does not hold the originals or counterparts of the Lease or does not have a written Lease with the Tenant;
  - A tenant may be in occupation on an overholding basis or a month to month tenancy;
  - The Vendor has not received any security bond required under the Lease or the security is for the wrong amount;
  - The Tenant is or may be in breach of its obligations under the Lease at the Settlement Date;
  - The Tenant on or before the Settlement Date vacates the property under the Lease or expiry of the Lease, repudiation of the Lease or due to the lawful termination of the Lease by the Tenant or by the Vendor with the consent of the Purchaser;
- (iii) The Purchaser must not make or object, claim compensation or delay payment of the settlement proceeds or seek to rescind or terminate this Contract because of anything in connection with any matter referred to in this Special Condition. Without limitation, the Purchaser acknowledges that the Vendor will be obliged to deliver to the Purchaser on the Settlement Date only those originals, counterparts or certified copies of the Tenancy which are in the possession of the Vendor.

(l) **Vendors Lease Obligations**

Up to and including the Settlement Date, the Vendor will comply with the Vendor's obligations pursuant to the Lease, if any.

# GUARANTEE

I/We .....

Both of: .....

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

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

IN WITNESS WHEREOF we have hereunto set out hands and seals  
This                      day of                      202

SIGNED SEALED AND DELIVERED )  
by the said )

..... )  
(print name) )

In the presence of: )

.....  
Director (sign)

Witness:

SIGNED SEALED AND DELIVERED )  
by the said )

..... )  
(print name) )

In the presence of: )

.....  
Director (sign)

Witness:

## **VENDORS SECTION 32 STATEMENT**

Vendor: GIUSEPPE LUIGI GUERRA AND  
HELEN ROSEMARIE GUERRA

Property: UNIT 1, 10 BRIGDEN COURT, MILL PARK VIC 3082

HOME CONVEYANCING RESERVOIR PTY LTD

288 Broadway, Reservoir VIC 3073

Phone: 9460 9400

**VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE  
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

**Vendor: GIUSEPPE LUIGI GUERRA AND HELEN ROSEMARIE GUERRA**

**Property: UNIT 1, 10 BRIGDEN COURT, MILL PARK VIC 3082**

**1. FINANCIAL MATTERS IN RESPECT OF THE LAND**

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest):

- 1.1 Are contained in the attached certificate/s.  
Are as follows:

**Authority**

1. City Of Whittlesea
2. Yarra Valley Water
3. State Revenue Office land tax, if applicable.

Land Tax may be applicable if land exceeds \$250,000.00 or a change of use occurs. The Purchaser will remain liable for any adjusted increase if a new assessment is issued. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

- a. The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

**2. INSURANCE DETAILS IN RESPECT OF THE LAND**

- 2.1 If the contract provides that the land does not remain at the vendor's risk before the purchaser is entitled to possession or receipt of rents and profits:

- No such insurance has been effected.

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

- No such insurance has been effected.

**3. MATTERS RELATING TO LAND USE**

- 3.1 Information concerning any easement, covenant or similar restriction affecting the property, registered or unregistered, are as follows:

a. Description:

- b. Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows: NOT TO THE VENDORS KNOWLEDGE.

3.2 This land IS NOT within a bushfire prone area within the meaning of the regulations made under the ***Building Act 1993***.

3.3 There IS access to the property by road.

3.4 In the case of land to which a planning scheme applies a statement specifying—

- |                                       |                                    |
|---------------------------------------|------------------------------------|
| a. name of the planning scheme:       | City Of Whittlesea Planning Scheme |
| b. name of the responsible authority: | City Of Whittlesea                 |

Are contained in the attached certificate/s.

#### **4. NOTICES MADE IN RESPECT OF LAND**

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

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.2 Whether there are any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes:

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

4.3 Particulars of any notice of intention to acquire served under section 6 of the ***Land Acquisition and Compensation Act 1986***.

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

#### **5. BUILDING PERMITS**

5.1 Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a Residence):

- No such Building permit has been granted to the Vendor's knowledge

#### **6. INFORMATION RELATING TO ANY OWNERS CORPORATION**

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

The Owners Corporation is inactive and two lot exempt.

## 7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION**

7.1 There IS NOT a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*) –

- Is as follows: - NONE TO THE VENDORS KNOWLEDGE

## 8. **DISCLOSURE OF NON-CONNECTED SERVICES**

8.1 The following services are **NOT** connected to the land—

- a. Telephone services.

## 9. **EVIDENCE OF TITLE**

9.1 Attached are copies of the following document/s concerning Title:

- a. In the case of land under the *Transfer of Land Act 1958*, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- b. In any other case, a copy of—
  - (i) the last conveyance in the chain of title to the land; or
  - (ii) any other document which gives evidence of the vendor's title to the land;
- c. If the vendor is not the registered proprietor of the land or the owner of the estate in fee simple in the land, evidence of the vendor's right or power to the sell the land;
- d. In the case of land that is subject to a subdivision—
  - (i) if the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
  - (ii) if the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- e. In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* –
  - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage and;
  - (ii) Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) Details of any proposals relating to subsequent stages that are known to the vendor; and
  - (iv) A statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- f. In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed –
  - (i) If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) If the later plan has not yet been certified, a copy of the latest version of the plan.

The day of this Statement is the .....day of .....20

Signed by the Vendor(s) .....  
.....

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

The day of this Acknowledgement is the .....day of.....20

Signed by the Purchaser(s) .....  
.....

**IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:**

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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 the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

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

Page 1 of 2

VOLUME 10354 FOLIO 501

Security no : 124108214610B  
Produced 09/08/2023 11:19 AM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 347371C.  
PARENT TITLE Volume 09711 Folio 327  
Created by instrument PS347371C 13/11/1997

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
GIUSEPPE LUIGI GUERRA  
HELEN ROSEMARIE GUERRA both of 9 BRIGDEN CT. MILL PARK 3082  
PS347371C 13/11/1997

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE T923738N 23/10/1995  
COMMONWEALTH BANK OF AUSTRALIA

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 PS347371C 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 1 10 BRIGDEN COURT MILL PARK VIC 3082

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 22/10/2016

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION PLAN NO. PS347371C

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

---

DOCUMENT END

INFORMATION ONLY

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	<b>Plan</b>
Document Identification	<b>PS347371C</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>05/07/2021 12:01</b>

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

<b>PLAN OF SUBDIVISION</b>	Stage No. <hr style="width:50%; margin: auto;"/>	LTO use only  <b>EDITION 1</b>	<b>PS 347371C</b>
----------------------------	---	--------------------------------------	-------------------

**Location of Land**  
**Parish:** MORANG  
**Township:** \_\_\_\_\_  
**Section:** \_\_\_\_\_  
**Crown Allotment:** \_\_\_\_\_  
**Crown Portion:** 2 (PART)  
  
**LTO base record:** DCMB  
**Title References:** VOL 9711 FOL 327  
  
**Last Plan Reference:** LOT 544 LP203180F  
**Postal Address:** 10 BRIGDEN COURT  
MILL PARK, 3082  
  
**AMG Co-ordinates:** N 5 830 080  
 (Of approx. centre of plan) E 328 920 **Zone 55**  
 MELWAY

**Council Certification and Endorsement**

**Council Name:** WHITTLESEA **Ref:** 109088

- This plan is certified under section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**Open Space**

(i) A requirement for public open space under section 18 Subdivision Act 1988 ~~has~~ / has not been made.  
 (ii) ~~The requirement has been satisfied.~~  
 (iii) ~~The requirement is to be satisfied in Stage~~  
 Council Delegate  
~~Council seal~~  
  
 Date 29/9 /97  
 Re-certified under section 11(7) of the Subdivision Act 1988  
 Council Delegate  
 Council seal  
  
 Date / /

**Vesting of Roads or Reserves**

Identifier	Council/Body/Person
NIL	NIL

**Notations**

**Staging** This is/is not a staged subdivision  
 Planning Permit No. \_\_\_\_\_

**Depth Limitation:** DOES NOT APPLY

THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 & 2

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS  
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-  
 EXTERIOR FACE: ALL BOUNDARIES

**Survey:-** This plan is / is not based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no(s). —  
 In proclaimed Survey Area no. \_\_\_\_\_

**Easement Information**

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

SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2	LP203180F	LOTS ON LP203180F
E-1	SEWERAGE	2	THIS PLAN	YARRA VALLEY WATER LIMITED

LTO use only \_\_\_\_\_  
 Statement of Compliance / Exemption Statement

Received

Date 29/10/97

LTO use only \_\_\_\_\_  
 PLAN REGISTERED  
 TIME 10:40 AM  
 DATE 13/11/97   
 Assistant Registrar of Titles

SHEET 1 OF 3 SHEETS

**K.A.REED & CO. PTY.LTD.**  
 936 HIGH STREET RESERVOIR 3073  
 TEL: 9478 6044 FAX: 9470 6509  
 A.C.N. 005 550 756

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY

SIGNATURE \_\_\_\_\_ DATE 8 / 8 / 97

REF R5817 VERSION 6 (7/8/97)

DATE 29/9 /97  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_  
 Original sheet size **A3**



PS347371C

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

INFORMATION ONLY



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 05/07/2021 12:01:33 PM

**OWNERS CORPORATION  
PLAN NO. PS347371C**

The land in PS347371C is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property, Lots 1, 2.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

10 BRIGDEN COURT MILL PARK VIC 3082

PS347371C 13/11/1997

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	100	100
Lot 2	100	100
<b>Total</b>	<b>200.00</b>	<b>200.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/07/2021 12:01:33 PM

**OWNERS CORPORATION  
PLAN NO. PS347371C**

Statement End.

INFORMATION ONLY

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 August 2023 02:10 PM

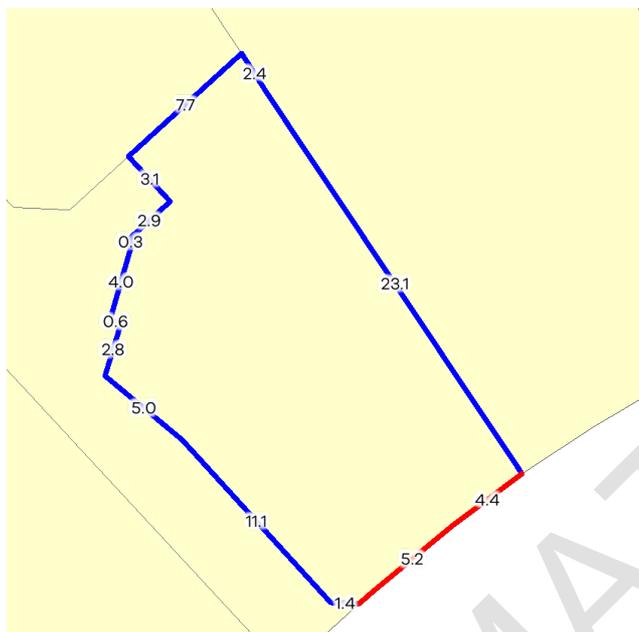
## PROPERTY DETAILS

Address: **1/10 BRIGDEN COURT MILL PARK 3082**  
Lot and Plan Number: **Lot 1 PS347371**  
Standard Parcel Identifier (SPI): **1\PS347371**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **426627**  
Directory Reference: **Melway 9 K1**

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

## SITE DIMENSIONS

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



**Area:** 301 sq. m

**Perimeter:** 75 m

For this property:

— Site boundaries

— Road frontages

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

1 overlapping dimension label is not being displayed

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

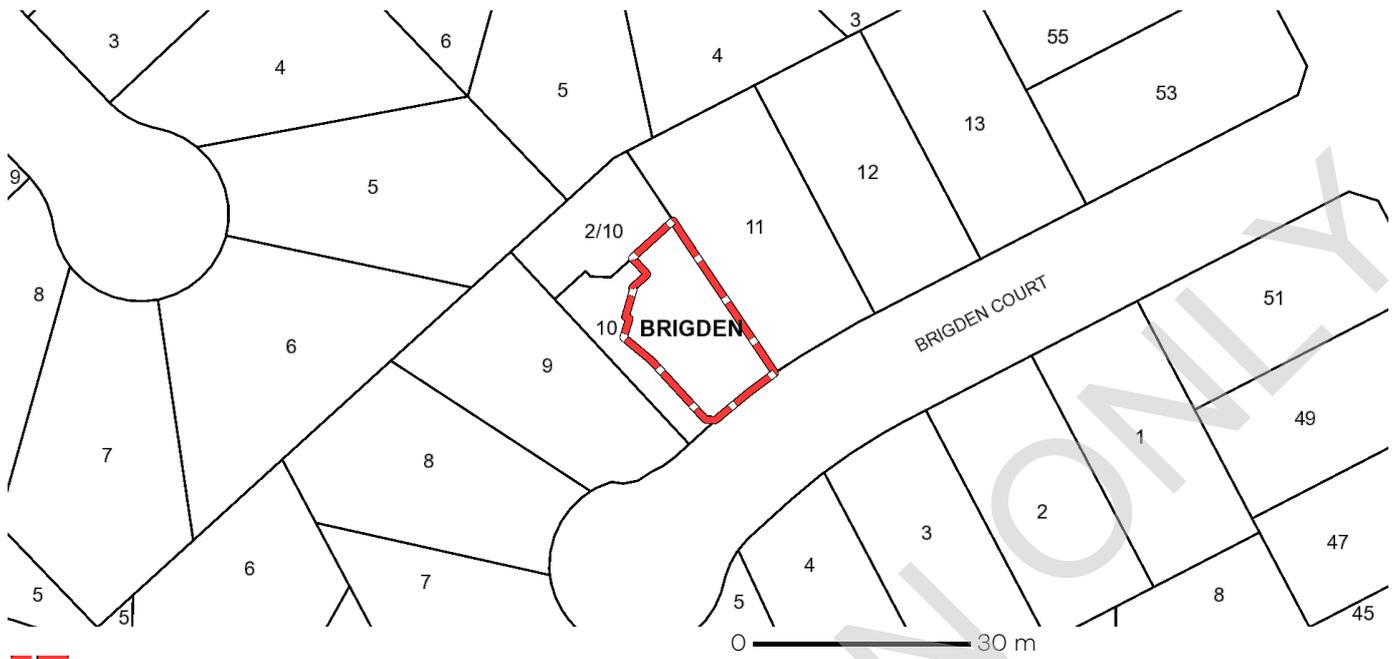
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



INFORMATION ONLY

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 August 2023 11:34 AM

## PROPERTY DETAILS

Address: **1/10 BRIGDEN COURT MILL PARK 3082**  
Lot and Plan Number: **Lot 1 PS347371**  
Standard Parcel Identifier (SPI): **1\PS347371**  
Local Government Area (Council): **WHITTLESEA**  
Council Property Number: **426627**  
Planning Scheme: **Whittlesea**  
Directory Reference: **Melway 9 K1**

[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: **NORTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MILL PARK**

## OTHER

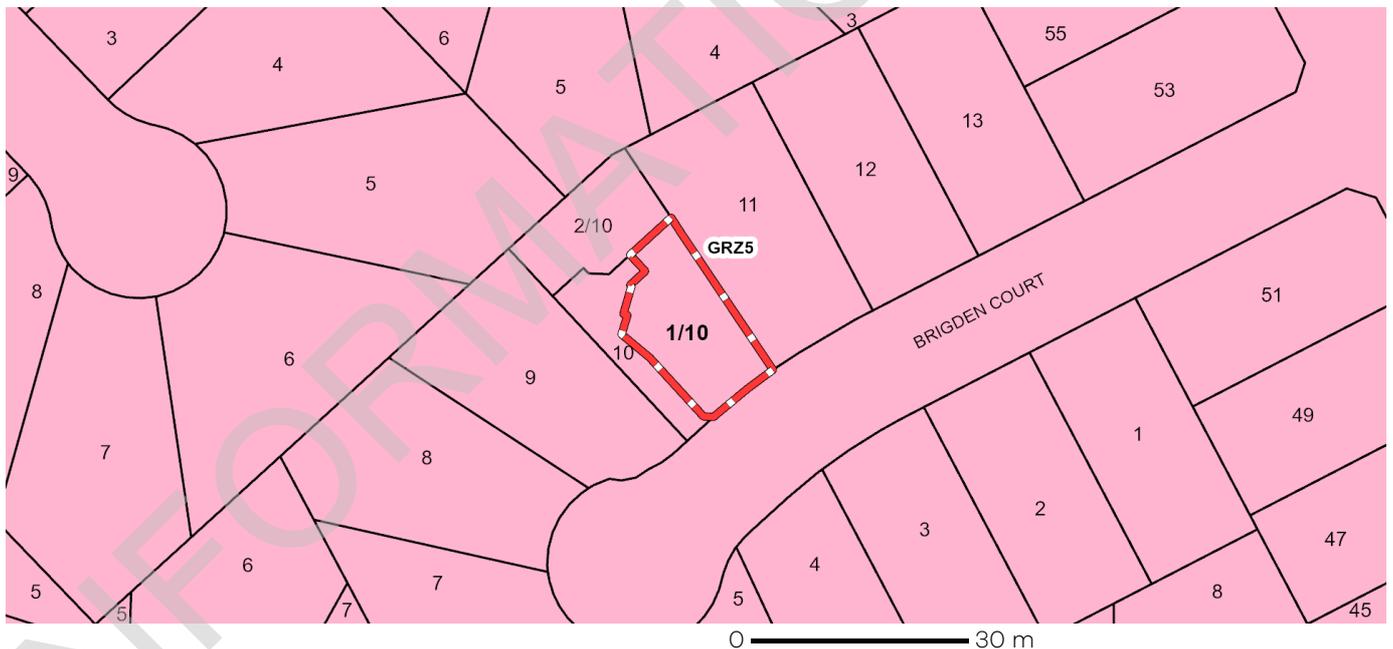
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



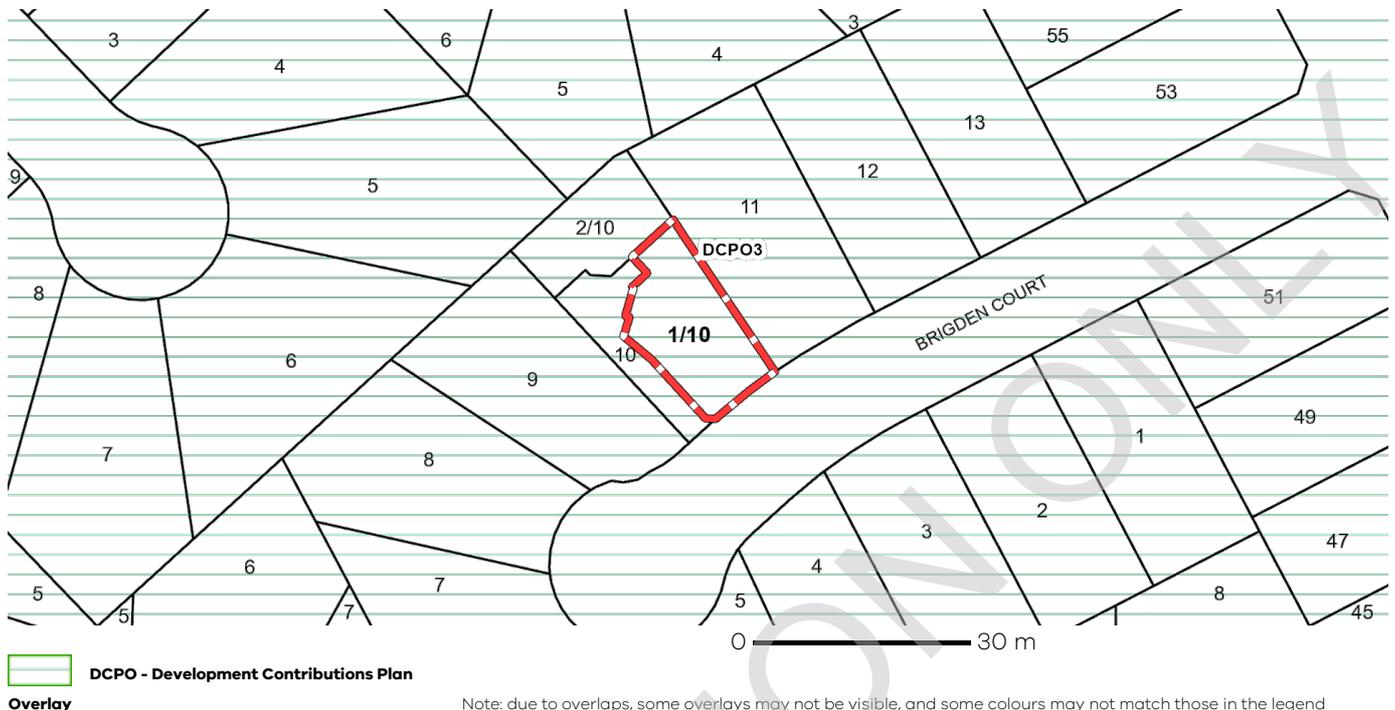
**GRZ - General Residential**

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

## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



## Further Planning Information

Planning scheme data last updated on 4 August 2023.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

**Date of issue**  
10/08/2023

**Assessment No.**  
426627

**Certificate No.**  
153171

**Your reference**  
25173

Home Conveyancing Reservoir Pty Ltd  
PO Box 458  
RESERVOIR VIC 3073

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

**Property location:** 1/10 Brigden Court MILL PARK 3082

**Description:** LOT: 1 PS: 347371

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2023	1 July 2023	\$440,000	\$270,000	\$22,000

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

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

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

#### Rates & charges

General rate levied on 01/07/2023	\$1,039.38
Fire services charge (Res) levied on 01/07/2023	\$125.00
Fire services levy (Res) levied on 01/07/2023	\$20.24
Waste Service Charge (Res/Rural) levied on 01/07/2023	\$171.45
Waste Landfill Levy Res/Rural levied on 01/07/2023	\$11.85
Arrears to 30/06/2023	\$0.00
Interest to 10/08/2023	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
<b>Balance of rates &amp; charges due:</b>	<b>\$1,367.92</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>\$1,367.92</b>
--	-------------------

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

#### Council Offices

25 Ferres Boulevard, South Morang VIC 3752

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

**Phone:** 9217 2170

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

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

Free telephone interpreter service

   **131 450**

## 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 426627



Phone 1300 301 185  
Ref 426627



Billor Code **5157**  
Ref 426627

9th August 2023

LYDIA MARIC  
HOME CONVEYANCING RESERVOIR

Dear LYDIA MARIC,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	1/10 BRIGDEN COURT MILL PARK 3082
<b>Applicant</b>	LYDIA MARIC HOME CONVEYANCING RESERVOIR
<b>Information Statement</b>	30786383
<b>Conveyancing Account Number</b>	4859580000
<b>Your Reference</b>	25173 GUERRA

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

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

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

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	1/10 BRIGDEN COURT MILL PARK 3082
------------------	-----------------------------------

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.

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

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

**Melbourne Water Encumbrance**

Property Address	1/10 BRIGDEN COURT MILL PARK 3082
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

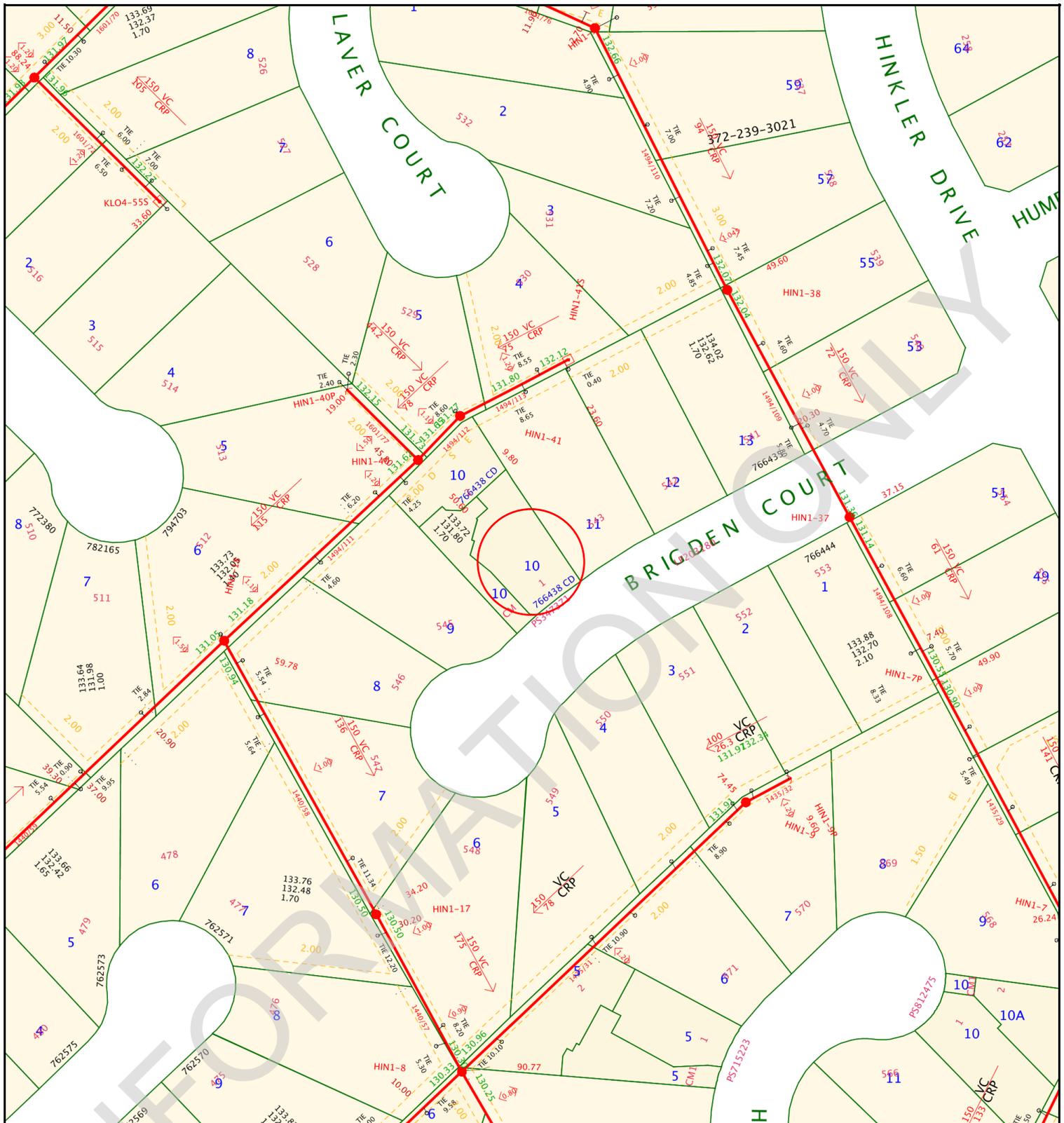
**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**

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

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: 30786383**

<b>Address</b>	1/10 BRIGDEN COURT MILL PARK 3082
<b>Date</b>	09/08/2023
<b>Scale</b>	1:1000



ABN 93 066 902 501

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

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

LYDIA MARIC  
HOME CONVEYANCING RESERVOIR  
office6@homeconveyancing.com.au

## RATES CERTIFICATE

Account No: 4735530000  
Rate Certificate No: 30786383

Date of Issue: 09/08/2023  
Your Ref: 25173 GUERRA

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 1/10 BRIGDEN CT, MILL PARK VIC 3082	1\PS347371	1533292	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2023 to 30-09-2023	\$20.26	\$20.26
Residential Sewer Service Charge	01-07-2023 to 30-09-2023	\$115.72	\$113.72
Parks Fee *	01-07-2023 to 30-09-2023	\$21.33	\$21.33
Drainage Fee	01-07-2023 to 30-09-2023	\$29.70	\$29.70

Usage Charges are currently billed to a tenant under the Residential Tenancy Act

Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$185.01

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
10 BRIGDEN CT, MILL PARK VIC 3082		1709519	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge Estimated Average Daily Usage \$0.00	08-05-2023 to 05-08-2023	\$0.00	\$0.00

Other Charges:			
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

Please note, from 1 July 2023:

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



GENERAL MANAGER  
RETAIL SERVICES

---

**Note:**

- 1. From 1 July 2023, the Parks Fee will be 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 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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](mailto:enquiry@yvw.com.au)  
[yvw.com.au](http://yvw.com.au)

**Property No:** 1533292

**Address:** UNIT 1/10 BRIGDEN CT, MILL PARK VIC 3082

**Water Information Statement Number:** 30786383

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 47355300000

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



HOME CONVEYANCING RESERVOIR

Your Reference: 25173 GUERRA

Certificate No: 66483470

Issue Date: 09 AUG 2023

Enquiries: ESYSPROD

Land Address: UNIT 1, 10 BRIGDEN COURT MILL PARK VIC 3082

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26229098	1	347371	10354	501	\$0.00

Vendor: HELEN GUERRA & GIUSEPPE GUERRA

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR GIUSEPPE LUIGI GUERRA	2023	\$280,000	\$686.79	\$0.00	\$0.00

Comments: Land Tax of \$686.79 has been assessed for 2023, an amount of \$686.79 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	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: \$440,000

SITE VALUE: \$280,000

CURRENT LAND TAX CHARGE: \$0.00

# Notes to Certificate - Land Tax

Certificate No: 66483470

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$280,000

Calculated as \$0 plus ( \$280,000 - \$0) multiplied by 0.000 cents.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 66483470

### 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: 66483470

### 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

## Windfall Gains Tax



HOME CONVEYANCING RESERVOIR

Your Reference:	25173 GUERRA
Certificate No:	66483470
Issue Date:	09 AUG 2023

**Land Address:** UNIT 1, 10 BRIGDEN COURT MILL PARK VIC 3082

Lot	Plan	Volume	Folio
1	347371	10354	501

**Vendor:** HELEN GUERRA & GIUSEPPE GUERRA

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**  
**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 66483470

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 66483470

### 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: 66483470

### 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.

# OWNERS CORPORATION CERTIFICATE

*Owners Corporations Act 2006 – Section 151*

*Owners Corporations Regulations 2007 – Regulations 11 & 12*

Under Section 151(3) of the Act, the Owners Corporation must issue an Owners Corporation certificate within ten (10) business days after it receives an application.

**Reference No. 25173**

**This Certificate is issued for:**

**Lot 1 on Owners Corporation Plan No. 347371C**

**Property located at:  
UNIT 1, 10 BRIGDEN COURT, MILL PARK VIC 3082**

**Under *Owners Corporations Regulations 2007 – Regulation 11 – Prescribed information for the purposes of section 151(4)(a) of the Owners Corporation Act, all of which must be included in this Owners Corporation Certificate is:***

Plan of Subdivision No. 347371C is a two (2) lot subdivision.

Section 7(1) of the *Owners Corporation Act 2006* provides that an Owners Corporation for a two lot subdivision is exempt from compliance with:

- a. Sections 18, 31, 32, 59, 60, 61, 62, 65, 93, 95, 96 & 97;
- b. Divisions 2, 3 and 4 of Part 3;
- c. Divisions 1 – 5 of Part 4,
- d. Divisions 1 and 2 of Part 9; and
- e. Division 1 of Part 10.

Therefore this subdivision is exempt from the requirement to prepare or maintain an Owners Corporation Register and hold an annual general meeting.

1. The current annual fees for the lot for each quarter / annually are: NIL
2. The date to which the fees for the lot have been paid is: NIL
3. The total of any unpaid fees or charges for the lot is: NIL
4. The special fees or levies which have been struck, and the dates on which they were struck and are payable, are: NIL
5. The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in above annual fees and special fees are: NIL

6. Insurance details are as follows: Each unit owner is to arrange their own insurance.
7. Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:  
NOT APPLICABLE
8. The total funds held by the Owners Corporation is: NIL
9. Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above; if so, then provide details:  
NOT APPLICABLE
10. Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: NOT APPLICABLE
11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: NOT APPLICABLE
12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details: NOT APPLICABLE
13. Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details: NOT APPLICABLE
14. Has the Owners Corporation appointed, or has resolved to appoint, a manager and, if so, provide the name and address of the manager: NO
15. Has an administrator been appointed for the Owners Corporation, or whether there has been a proposal for the appointment of an administrator: NOT APPLICABLE
16. Documents required to be attached to the Owners Corporation certificate are:
  - a. A copy of any rules registered at Land Victoria. There are no rules registered at Land Victoria.
  - b. A copy of Form 2 of the *Owners Corporation Regulations 2007* entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners" – SEE ATTACHED.
  - c. A copy of all resolutions made at the last annual general meeting of the Owners Corporation: THERE ARE NONE.

This Owners Corporation Certificate was prepared on behalf of the vendors, owners of Lot 1.

## **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

**Under Owners Corporations Regulations 2007, Regulation 12, the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the Owners Corporation certificate. The Prescribed Statement is:**

### **What is an Owners Corporation?**

The lot you are considering buying is part of an Owners Corporation. Whenever a plan of subdivision creates common property, an Owners Corporation is responsible for managing the common property. A purchaser of a lot that is part of an Owners Corporation automatically becomes a member of the Owners Corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

If you buy into an Owners Corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the Owners Corporation are responsible), you should closely inspect the plan of subdivision.

### **How are decisions made by an Owners Corporation?**

As an owner you will be required to make financial contributions to the Owners Corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

### **Owners Corporation rules**

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of Owners Corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

If you are interested in finding out more about living in an Owners Corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular Owners Corporation you are buying into you can inspect that Owners Corporation's information register.

### **Management of an Owners Corporation**

An Owners Corporation may be self-managed by the lot owners or professionally managed by an Owners Corporation manager. If an Owners Corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

# MODEL RULES FOR AN OWNERS CORPORATION

## **1 HEALTH, SAFETY & SECURITY**

### **1.1 Health, safety and security of lot owners, occupiers of lots and others**

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

### **1.2 Storage of flammable liquids and other dangerous substances and materials**

- (1) Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
  - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

### **1.3 Waste disposal**

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

## **2 MANAGEMENT & ADMINISTRATION**

### **2.1 Metering of services and apportionment of costs of services**

- (1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
  - (a) must be claimed by the lot owner or occupier and the Owners Corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

## **3 USE OF COMMON PROPERTY**

### **3.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

- (2) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **3.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the Owners Corporation.

### **3.3 Damage to common property**

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the Owners Corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **4 LOTS**

### **4.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the Owners Corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation.

#### **Example**

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

## **5 BEHAVIOUR OF PERSONS**

### **5.1 Behaviour of owners, occupiers and invitees on common property**

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

### **5.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

## **6 DISPUTE RESOLUTION**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the Owners Corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the ***Owners Corporations Act 2006***.
- (8) This process is separate from and does not limit any further action under Part 10 of the ***Owners Corporations Act 2006***.

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

769 High Street,  
EPPING, VIC 3076

P: 03 9401 5200

ABN: 37 081 076 066

The logo for RayWhite, featuring the brand name in a bold, black, sans-serif font on a bright yellow rectangular background.

# Residential Rental Agreement

for

1/10 Brigden Court, MILL PARK VIC 3082

This agreement is between **Giuseppe and Helen Guerra**  
and **Helen Davies**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2022.  
No unauthorised use or copying permitted. All rights reserved.

Powered by iProperty Express

# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Wed 23/11/2022

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

1/10 Brigden Court, MILL PARK VIC

Postcode 3082

### 3. Rental provider details

Full name or company name of rental provider

Giuseppe and Helen Guerra

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

Postcode

Phone number

ACN (if applicable)

Email address

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

Full name

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

Address

769 High Street, EPPING, VIC

Postcode 3076

Phone number

03 9401 5200

ACN (if applicable)

Email address

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

#### 4. Renter details

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

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

#### 5. Length of the agreement

Fixed term agreement

Start date

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

End date

Periodic agreement (monthly)

Start date

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

## 6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1521.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="7th day of each month"/>
Date first rent payment due	<input type="text" value="Wed 07/12/2022"/>
The rent will be increasing to	<input type="text" value="\$1564.00"/> <input type="text" value="per month"/> from <input type="text" value="Sat 07/01/2023"/>

## 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(\$)	<input type="text" value="1521"/>
Bond lodgement date	<input type="text" value="Tue 21/12/2021"/>
Bond Lodgement No.	<input type="text" value="15214528"/>

## Part B – Standard terms

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

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit  bank deposit  cash  cheque  money order  BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	033284
Account:	137084
Account name:	Jos-Dan Bel Pty Ltd trading as Ray White Epping rental trust account
Bank Reference:	104890

**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 Whitney Young: whitney\_young@raywhite.com

No

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

(Renter to tick as appropriate)

**Renter 1**  Yes Helen Davies: hdavies64@hotmail.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

Whitney Young

Emergency phone number

0466 159 809

Emergency email address

whitney\_young@raywhite.com

---

## 11. Professional cleaning

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

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

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

---

## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

---

## 13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

---

## Part C – Safety related activities

---

### 14 Electrical safety activities

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

### 15 Gas safety activities

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

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

### 16 Smoke alarm safety activities

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

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

---

### 17 Swimming pool barrier safety activities

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

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

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

### 18 Relocatable pool safety activities

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

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

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

---

### 19 Bushfire prone area activities

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

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

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

## Part D – Rights and obligations

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

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

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

INFORMATION ONLY

## 20. Use of the premises

### The renter:

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

## 21. Condition of the premises

### The rental provider:

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

### The renter:

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

## 22. Modifications

### The renter:

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

### The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

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

**33. Rental Provider Obligations**

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

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

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

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

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

**34. Availability of Premises**

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

**35. Payment of Services**

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

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

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

**36. Contents Insurance**

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

**37. Use of Premises**

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

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

#### **38. No Representations**

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

#### **39. Condition Report**

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

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

#### **40. No Promise of Renewal**

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

#### **41. Rental Provider Termination**

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

#### **42. Lost Keys**

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

#### **43. Extra Keys**

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

#### **44. Floor Protection**

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

#### **45. Changing Locks**

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

#### **46. Comply with Insurance**

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

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

**47. No Invalidating Insurance**

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

**48. Protection Against Damage**

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

**49. Shared Services**

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

**50. No Servicing Vehicles**

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

**51. Report Damage or Injury**

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

**52. Notify Blockages**

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

**53. Alterations**

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

**54. Rubbish**

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

**55. Pests**

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

**56. Hanging Clothes**

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

**57. Replace Light Globes**

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

**58. Smoke Free Zone**

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

**59. Payment of Rental**

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

**60. Rental Increase**

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

**61. Maintain Garden**

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

**62. Watering System**

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

**63. Rental Provider Repairs**

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

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

**64. Urgent Repairs**

The Renter acknowledges that Josdan-Bel Pty Ltd t/as Ray White (Epping) is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Josdan-Bel Pty Ltd t/as Ray White (Epping) during business hours or after hours information service on 0466 159 809 or Josdan-Bel Pty Ltd t/as Ray White (Epping) approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

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

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

#### **66. Pets**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **79. Definitions and Interpretation**

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

## **80. Electronic Notices**

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

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

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

## **82. Withdraw Consent**

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

## **83. Furnishings**

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

## **84. Care for Furnishings**

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

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

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

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

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

## **87. Owners Corporation**

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

1. Pet Clause:

The **landlord** hereby consents to the **tenants** keeping 1 Dog at the premises provided the following conditions are adhered to:

The **tenants** hereby agree that should the cats and/or dog cause any damage by scratching, urination etc, the **tenants** will repair the damage to the satisfaction of the **landlord's agent**

Should the above condition not be complied with, the **tenants** understand that a formal notice of breach will be served and the may be required to be removed from the property.

INFORMATION ONLY

## Privacy Collection Notice

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

### Primary Purpose

As professional property managers, **Josdan-Bel Pty Ltd t/as Ray White (Epping)** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Josdan-Bel Pty Ltd t/as Ray White (Epping)** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Josdan-Bel Pty Ltd t/as Ray White (Epping)** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).

- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

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

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

The **Josdan-Bel Pty Ltd t/as Ray White (Epping)** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

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

### Disclaimer

**Josdan-Bel Pty Ltd t/as Ray White (Epping)** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Josdan-Bel Pty Ltd t/as Ray White (Epping)** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

---

## Signatures

This agreement is made under the Act.

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

## Rental Provider's Agent

Rental Provider's Agent : **Whitney Young** on behalf of **Giuseppe and Helen Guerra** (Rental Provider)



Signed at Mon, 21/11/2022 11:14 , from device: Windows 10 Other Chrome 107.0.0

## Renter(s)

Renter : **Helen Davies**



Signed at Wed, 23/11/2022 18:49 , from device: iOS 15.7 iPad Chrome Mobile iOS 107.0.5304

## AUDIT TRAIL

### Whitney Young (Rental Provider's Agent)

Mon, 21/11/2022 11:14 - Whitney Young stamped saved signature the Residential Rental Agreement

Mon, 21/11/2022 11:14 - Whitney Young submitted the Residential Rental Agreement

### Helen Davies (Renter)

Tue, 22/11/2022 18:48 - Helen Davies clicked 'start' button to view the Residential Rental Agreement (iOS 15.7 iPad Chrome Mobile iOS 107.0.5304, IP: 180.150.36.133)

Wed, 23/11/2022 18:48 - Helen Davies clicked 'start' button to view the Residential Rental Agreement (iOS 15.7 iPad Chrome Mobile iOS 107.0.5304, IP: 180.150.36.133)

Wed, 23/11/2022 18:49 - Helen Davies signed the Residential Rental Agreement (iOS 15.7 iPad Chrome Mobile iOS 107.0.5304, IP: 180.150.36.133)

Wed, 23/11/2022 18:49 - Helen Davies submitted the Residential Rental Agreement (iOS 15.7 iPad Chrome Mobile iOS 107.0.5304, IP: 180.150.36.133)

---

**AGREEMENT END**

---