Contract of Sale of Land

Property:

5 Boyd Street, Blackburn South, Victoria 3130

Prepared by Brixton Legal
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Ref: AF:13132

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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

Contract of sale of land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

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

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

.....

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

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

SIGNED BY THE VENDOR: .....

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

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

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

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

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Particulars of sale

Vendor's estate agent

Name: OBrien Real Estate - Blackburn .....

Address: 98 South Parade, Blackburn, Victoria 3130 .....

Email: anthony.molinaro@obrienrealestate.com.au.....

Tel: 03 9894 2044..... Mob: 0411 061 796.....Fax: ..... Ref: Anthony Molinaro .....

Vendor

Name: Michael Quirino Spadea and Anita Spadea.....

Address:.....

ABN/ACN: .....

Vendor's legal practitioner or conveyancer

Name: Brixton Legal - Amy Filippelli

Address: Level 5, Suite 503, 488 Bourke Street, Melbourne, Victoria 3000

Email: amy@brixtonlegal.com.au

Tel: (03) 9961 0060 Mob: .... Fax: .... Ref: AF:12803 .....

Purchaser's estate agent

Name: ....

Address: .....

Email: .....

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

Purchaser

Name: ....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: ....

Address: .....

Email: ....

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 8104 Folio 569	10	LP25574

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

The land includes all improvements and fixtures.

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Property address

The address of the land is: 5 Boyd Street, Blackburn South, Victoria 3130.....

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

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

Payment

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (of which $ ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on ..... / ..... /20.....

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☒ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: no more than $ ..... Approval date: ..... / ..... /20.....

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Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special Conditions

1. Foreign resident capital gains withholding

1.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

1.2 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 Commissioner under section 14-220 (1) of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

1.3 The remaining provisions of this special condition only apply if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or 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 not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under s.14-215(1) of the legislation.

1.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.

1.5 The Purchaser must:

1.5.1 engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and

1.5.2 ensure that the representative does so.

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1.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:

1.6.1 pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the Property settles;

1.6.2 promptly provide the Vendor with proof of payment; and

1.6.3 otherwise comply, or ensure compliance with, this special condition;

despite:

1.6.4 any contrary instructions, order than from both the Purchaser and the Vendor; and

1.6.5 any other provision in the contract to the contrary.

1.7 The representative is taken to have complied with the obligation in special condition 1.6 if:

1.7.1 the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

1.7.2 the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

1.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.

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

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

2. Electronic conveyancing

2.1 Settlement and lodgment will be conducted electronically in accordance with the Electronic Conveyancing National Law.

2.2 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*.

2.3 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. This special condition 2 ceases to apply from when such a notice is given.

2.4 Each party must:

2.4.1 be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,

2.4.2 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

2.4.3 conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

2.5 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.

2.6 The Vendor may (but is not required to) nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.7 Settlement occurs when the workspace records that:

2.7.1 the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

2.7.2 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.

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

2.8.1 electronically on the next business day, or

2.8.2 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

2.9 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.

2.10 The Vendor must before settlement:

2.10.1 deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

2.10.2 direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of settlement by the Vendor, the Vendor's subscriber or the Electronic Network Operator;

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

2.10.4 direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

3. Nomination

3.1 Purchaser may nominate

If the Purchaser is not in default under this contract, then at any time before the date that is 10 Business Days before the Settlement Date, the Purchaser may nominate a substitute or additional transferee by delivering to the Vendor's legal practitioner:

3.1.1 a notice of nomination in a form, and executed in a manner, approved by the Vendor which must include an acknowledgement by the nominee that the nominee is jointly and severally liable for the due performance of the obligations of the Purchaser under this contract and payment of any expense resulting from the nomination (including any stamp duty);

3.1.2 if the nominee is or includes a corporation, an enforceable Guarantee and Indemnity duly executed (in a manner approved by the Vendor) by each and every director of the nominee and any ultimate holding company of that corporation (as defined in the *Corporations Act 2001* (Cth));

3.1.3 if the additional or substitute purchaser is a foreign person as defined in the *Foreign Acquisitions and Takeovers Act* 1975 (Cth) requiring approval to purchase the Property or is required to give notice of its intention to purchase the Property, then evidence that the additional or substitute purchaser has obtained such approval or given such notice;

3.1.4 The nominee's full name, address and, where the contract is for the sale of an unregistered lot on a proposed plan of subdivision, the nominee's tax file number;

3.1.5 If the margin scheme applies to this contract, a statement from the nominee confirming that they accept and agree that the Vendor will use the margin scheme to calculate the GST applicable to the taxable supply under this contract; and

3.1.6 If "going concern" has been inserted in the relevant box in the Particulars of Sale, a statement from the nominee confirming that they are registered for GST and that the going concern exemption will apply to this contract.

3.2 Purchaser remains liable

The Purchaser remains personally liable for the performance of all of the Purchaser's obligations under this contract despite the nomination of any substitute or additional transferee.

3.3 Indemnity

The Purchaser indemnifies the Vendor against any claim, damage, cost, loss, expense or liability suffered or incurred by the Vendor as a result of:

3.3.1 a nomination made by the Purchaser; and/or

3.3.2 a breach of this contract by a nominee of the Purchaser.

4. Transfer of Land

4.1 **Transfer of Land**

If Special Condition 2 does not apply (or if it ceases to apply) then:

4.1.1 the Purchaser must prepare and deliver the transfer of land document, executed by the Purchaser, to the Vendor's legal practitioner so that it is received at least 10 Business Days before the Settlement Date;

4.1.2 the Vendor is not obliged to complete this contract until 10 Business Days from the date on which the transfer of land document is received by the Vendor's legal practitioner and the Purchaser must, at settlement, pay interest from the Settlement Date; and

4.1.3 settlement will take place at the offices of the Vendor's legal practitioner or as the Vendor otherwise directs.

5. Outgoings and adjustments

5.1 **General**

The amount of any rates, taxes, assessments or other outgoings that are not separately rated in respect of the land shall be apportioned between the Vendor and the Purchaser on the basis of the proportion of the area that the land bears to the total area of the land the subject of those rates, taxes, assessments or other outgoings.

5.2 **Payment of periodic outgoings**

Periodic outgoings must be apportioned between the Vendor and the Purchaser on the basis that the Vendor has paid each of them for the rating year in which the settlement takes place irrespective of whether they have actually been paid. If period outgoings are unpaid, the Vendor must make payment of the periodic outgoings at settlement.

5.3 **Land Tax if settlement delayed**

5.3.1 If the Purchaser is in breach of this contract by not settling this contract on the Settlement Date, and, if as a result that breach, completion of this contract takes place on a date that is after 31 December in the year that completion of this contract was due to take place then:

(a) the Purchaser acknowledges that its breach will result in an increase of the Vendor's land tax assessment for the year following the year that settlement of this contract was due to take place as a result of the Property continuing to be included in the Vendor's total landholdings in the State of Victoria; and

(b) the additional land tax that the Vendor will incur is a reasonably foreseeable loss incurred by the Vendor which was a direct result of the Purchaser's breach of this contract.

5.3.2 If this Special Condition 5.3 applies then on the Settlement Date, in addition to the balance of the Price and any other money payable to the Vendor under this contract, the Purchaser must pay to the Vendor an amount equal to the additional Land Tax that the Vendor has incurred or may incur.

5.4 **General Condition 23.2**

General condition 23.2 shall be read subject to this special condition 5.

6. Encumbrances and restrictions

6.1 **Encumbrances**

The Purchaser admits that the Land is sold subject to the provisions of the Subdivision Act and buys the Land subject to all easements and encumbrances affecting the Land including those disclosed in this contract or the Vendor Statement, those created or implied by the Subdivision Act and any Planning Restriction.

6.2 **Planning**

6.2.1 The Purchaser buys the Property subject to any Planning Restriction.

6.2.2 A Planning Restriction does not constitute a defect in the Vendor's title to the Land or affect the validity of this contract.

6.3 **Tree Notice**

6.3.1 The Purchaser acknowledges that it has read and understood the notices issued by Whitehorse City Council, contained in the Vendor's Statement, in respect of a tree on the Land which is in poor health.

6.3.2 The Purchaser acknowledges that the Vendor has applied for a planning permit to remove the tree ("**Planning Permit Application**"). The Vendor makes no representation or warranty as to:

(a) the contents of the application;

(b) when or whether any planning permit will be granted; or

(c) the conditions (if any) attaching to such permit, if granted.

6.3.3 The Purchaser acknowledges and agrees that the Vendor may, in the Vendor's absolute discretion, remove or elect not to remove the tree prior to settlement.

6.3.4 The Purchaser:

(a) buys the Property subject to all matters relating to the notices, the condition of the tree and the Planning Permit Application;

(b) agrees that the condition, health, presence, removal or non-removal of the tree does not constitute a defect in title and does not give rise to any Purchaser Claim; and

(c) releases the Vendor from any claim, liability, cost, loss or damage arising out of or in connection with the condition of the tree, the Council notice, the Planning Permit Application, or the removal or non-removal of the tree.

6.3.5 This special condition does not merge on settlement and continues to have full force and effect after the transfer of the Land.

6.4 **Purchaser Claims**

The Purchaser must not make a Purchaser Claim including making any objection, requisition or claim or rescinding, terminating or delaying settlement of this contract because of anything contemplated by this special condition 6.

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7. Environmental matters

7.1 **No Warranty**

The Vendor makes no representation and gives no warranty as to any Contaminant in, on or under the Land or any Installation.

7.2 **Purchaser's inspection and acknowledgements**

The Purchaser acknowledges that:

7.2.1 It has inspected that land and purchased it in its *present* condition irrespective of whether there is any Contaminant in, on or under the land or any Installation;

7.2.2 It has relied solely on its own enquires in entering into this contract and has not relied on any environmental reports which the Vendor or its agents may have provided to the Purchaser;

7.2.3 Any environmental reports which the Vendor or its agent may have provided to the Purchaser have been provided for information purposes only without any representation or warranty being made or given as to their completeness, accuracy or reliability; and

7.2.4 The Vendor is not required to remove or treat or otherwise deal with any Contaminant which may be in, on or under the Land or any Building.

7.3 **Release and indemnity**

The Purchaser releases the Vendor to the extent possible at law from any claims and indemnifies the Vendor in relation to any action or demand arising (except for injury to any person arising from the exposure to a Contaminant in, on or under the Land or any Building before the Contract Date) because of the presence of any Contaminant in, on or under the land or any Building or because of the breach of any Environmental Law relating to Contamination of land or the escape of any Contaminant from the Land.

8. Purchaser consents

The Purchaser warrants that it has obtained all consents, permits and authorisations (including, without limitation, the consent of the Treasurer of the Commonwealth of Australia under the *Foreign Acquisition and Takeover Act 1975*) that it is, or may be at any time after the date of this contract, required to obtain in respect of this contract and its subject matter.

9. No warranties

The Purchaser acknowledges that neither the Vendor nor the Vendor's agents have made any representation or given any warranty:

9.1.1 that the Property is or will be suitable for any purpose including any purpose which the Purchaser may have indicated as its intention to pursue;

9.1.2 that any permit of any nature has to be obtained or is available from any relevant authority; and

9.1.3 about the completeness, accuracy or reliability of any information contained in any brochure, investment report, property report, reports about environmental, cultural and heritage management, archaeological, traffic, survey, flora and fauna, building, services,

geotechnical or other matters, investments or information memorandum, advertisement or the other sales material.

10. Guarantee and indemnity

If the Purchaser is or includes a corporation, within 7 days of executing this contract the Purchaser must deliver to the Vendor an enforceable Guarantee and Indemnity duly executed (in a manner approved by the Vendor) by each and every director of the Purchaser.

11. Trustee Purchaser

11.1 This special condition applies if the Purchaser is the trustee of any Trust (**Trust**).

11.2 The Purchaser warrants to the Vendor that:

11.2.1 the Trust is created validly and is in existence;

11.2.2 the Purchaser is the sole trustee of the Trust and has been appointed validly;

11.2.3 the Purchaser has full and free power to enter into this contract and to perform all the obligations imposed upon it under this contract; and

11.2.4 this contract has been duly authorised, executed and delivered by the Purchaser and constitutes and shall constitute a valid legal and binding instrument and that if any consent or approval is required for the Purchaser to enter into this contract or the performance by the Purchaser of its obligations under this contract, it has been obtained;

11.3 The Purchaser enters into this agreement both as trustee of the Trust and personally and accepts and undertakes personal liability under this contract.

11.4 The Purchaser must not before the satisfaction of all liability under this contract, personally and/or by the Trust exercise in its own favour any right of indemnity, lien or charge to which it may be entitled under or in respect of the assets of the Trust.

11.5 If any of the assets of the Trust are at any time in the hands of the Purchaser free of their trust character by virtue of the exercise or purported exercise of any such right of indemnity, lien or charge, the Purchaser must hold those assets on behalf of the Vendor to the extent to which any liability under this contract has not been satisfied.

11.6 If at any time before satisfaction of any liability under this contract the Purchaser ceases for any reason to be the sole trustee of the Trust, then the Purchaser must procure any new or additional trustee of the Trust to execute in favour of the Vendor such covenants relating to this contract as the Vendor may reasonably require.

11.7 The Purchaser must notify the Vendor promptly in writing if the Trust is determined or for any reason ceases to exist.

12. Stamp duty

12.1 The Purchaser:

12.1.1 must pay all stamp duties (including penalties and fines) which are payable in connection with this contract;

12.1.2 must indemnify and keep indemnified the Vendor against any liability which results from the fault, delay, or omission to pay those duties or failure to make proper disclosures in connection with the *Duties Act 2000* or to any officer under that Act; and

12.1.3 is responsible to ensure that the contract correctly records at the Contract Date the proportions in which each Purchaser is buying the Property. If the proportions recorded in the transfer differ from those recorded in the contract, the Purchasers must pay any additional duty which may be assessed as a result of the variation.

12.2 This Special Condition will not merge on completion.

13. Inspection and Acknowledgements

13.1 The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquires, the Purchaser:

13.1.1 is satisfied as to the nature, quality, condition and state of repair of the Property;

13.1.2 accepts that all structures or improvements on the Property are contained wholly within the title boundaries of the Property and that no structure or improvements of any adjoining property encroaches over or under the title boundaries to the Property;

13.1.3 accepts the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation; and

13.1.4 is satisfied about the purposes for which the Property may be used and about all restrictions and prohibitions on its development.

13.2 The Purchaser is responsible for compliance with any orders or notices in relation to the Property whether made or issued before or after the Day of Sale.

13.3 The Purchaser acknowledges that:

13.3.1 this contract is the sole repository of the agreement between the parties;

13.3.2 there are no terms, conditions, representations or warranties relating to the sale of the Property which have been relied upon by the Purchaser in entering into this contract except those included in this contract;

13.3.3 the Purchaser has not relied on any information in any brochure, investment report, property report, information memorandum or any other reports, sales material or advertisement in entering into this contract;

13.3.4 the Purchaser has relied solely on its own inspection and inquiries in purchasing the Property and Installations sold with the land; and

13.3.5 the Vendor is under no liability or obligation to the Purchaser to carry out any alterations, repairs or improvements to the Property.

13.4 The Purchaser must not make a Purchaser Claim including making any objection, requisition or claim or rescinding, terminating or delaying settlement of this contract because of anything contemplated by this special condition 13.

14. Lease

14.1 **Definitions**

In this special condition:

14.1.1 **Lease** means the residential tenancy agreement between the Vendor and the Tenant, created by or set out in the Tenancy Documents.

14.1.2 **Rent** means the rent and all other monies payable by the Tenant under the Lease.

14.1.3 **Tenancy Documents** means the Residential Tenancy Agreement annexed to the Vendor's Statement.

14.1.4 **Tenant** means the tenant named in the Lease.

14.2 **Property sold subject to Lease**

14.2.1 The parties acknowledge that the Land is currently leased to the Tenant under the Lease.

14.2.2 On and from the Day of Settlement, the Vendor assigns all its rights, title and interest in the Lease (including any covenants which do not touch and concern the land and the benefit of any guarantee or other security) to the Purchaser.

14.2.3 The Purchaser buys the Property subject to the Lease to the Tenant, and is not entitled to object or make any requisition 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.

14.2.4 The Vendor does not warrant or represent that:

(a) the Tenant will not be in breach of its obligations under the Lease as at settlement;

(b) the Tenant will be in possession of the premises the subject of its Lease at settlement; or

(c) it holds any originals or counterparts of the Tenancy Documents.

14.3 **Exclusion from sale**

The Purchaser acknowledges that 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 third parties. The Purchaser takes title to the land subject to the right of the Tenant to remove such items in accordance with the terms of the Lease or under any law.

14.4 **Purchaser's obligations**

From the Day of Settlement:

14.4.1 the Purchaser must (and must ensure its successors in title) comply with all the Vendor's obligations under the Lease; and

14.4.2 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 (or its successor in title) of the Lease.

14.5 **Powers of Vendor**

Up to and including the Day of Settlement, the Vendor, acting reasonably, may (but is not obliged to) enforce the Lease, and may deal with the Lease as the Vendor reasonably thinks fit. The Vendor may terminate the Lease, but must not (unless required to do so by any Law) consent to an assignment or sublease, or vary the Lease without the prior written consent of the Purchaser (which consent must not be unreasonably withheld).

14.6 **Adjustment of Rent**

Rent will accrue to the Vendor up to and including settlement. After settlement, the Rent will accrue to the Purchaser. Any prepaid Rent for any period after settlement will be apportioned between the Vendor and the Purchaser. No adjustment is to be made for any Rent which is payable, but unpaid and relates to any period after settlement.

14.7 **Arrears of Rent**

14.7.1 If, on the Day of Settlement, any Rent is in arrears, the arrears remain the entitlement of the Vendor.

14.7.2 The Vendor and the Purchaser declare, agree and acknowledge that despite section 141(1) of the *Property Law Act* 1958 (Vic) (**Property Law Act**), the Vendor will retain all rights to recover all Rent which relates to any period up to and including the Day of Settlement against the Tenant, and the Vendor may take legal proceedings against the Tenant to recover the Rent after the Day of Settlement.

14.7.3 If, despite special condition 14.7.2, the Purchaser acquires rights under section 141(2) of the Property Law Act to recover the Rent up to the Day of Settlement, the Purchaser declares that it holds such rights on trust for the Vendor and agrees to exercise such rights for the benefit of the Vendor. The Purchaser will pay to the Vendor all Rent paid to or recovered by the Purchaser under this special condition 14.7.

14.7.4 The Purchaser must take such action as may be reasonably required by, and at the cost of, the Vendor in connection with the recovery of any arrears of Rent.

14.8 **Partly paid Rent**

If, on the Day of Settlement, any Rent is partly paid and relates to a period which begins before and ends after the Day of Settlement, the amount which is paid is agreed by the Purchaser to be applied first towards the period beginning before and including the Day of Settlement.

14.9 **Estimated outgoings**

If the Tenant has paid an estimated amount of outgoings, the Vendor and the 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 the Day of Settlement. The Purchaser must give the Vendor prompt notice when it becomes aware of the amount requiring re-adjustment and provide the Vendor with any information required by the Vendor to verify and calculate the adjustment.

14.10 **Security deposit or bank guarantee**

14.10.1 If the Vendor is holding a security deposit provided by the Tenant in relation to the Lease then, subject to settlement occurring, the Vendor will (to the extent that it is capable of doing so at law) transfer its interest in any security deposit provided by the Tenant in relation to the Lease to the Purchaser. The Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in relation to the transfer of the security deposit.

14.10.2 If the Vendor is holding a bank guarantee provided by the Tenant in relation to the Lease then, subject to settlement occurring and clause 14.10.3, the Vendor will (to the extent that it is capable of doing so at law) deliver the bank guarantee provided by the Tenant in relation to the Lease to the Purchaser. The Purchaser must indemnify the Vendor against

any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in relation to the transfer of the bank guarantee.

14.10.3 The Purchaser acknowledges that the security deposit or bank guarantee (as the case may be) may be drawn on by the Vendor up to and including Day of Settlement if the Tenant is in default or arrears.

14.10.4 The Purchaser must not delay settlement, make any objection, claim compensation or delay payment of the settlement proceeds or seek to rescind or terminate this Contract if the security deposit or bank guarantee from the Tenant is not available at Settlement, or if it is not acceptable to the Purchaser in any way.

14.11 **Acknowledgment**

14.11.1 The Purchaser has inspected the Tenancy Documents for the Lease prior to entering into this Contract.

14.11.2 The Purchaser must not make any claim, delay settlement, nor require the Vendor to take any action because of anything in relation to the Lease, including because:

(a) the Lease is or may be void, unenforceable or illegal or may be avoided or terminated;

(b) the Vendor does not hold the originals or counterparts of the Lease;

(c) the Vendor has not received any security required under the Lease or the security is for the wrong amount;

(d) any rent relief that the Vendor has given, or agrees to give in respect of the Lease, or the operation of any law in respect of COVID-19;

(e) the Tenant is or may be in breach of its obligations under the Lease at settlement;

(f) the Vendor is or may be in breach of its obligations under the Lease at settlement; or

(g) on or before the Day of Settlement, the Tenant vacates the premises under the Lease on expiry of the Lease, in 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.

14.11.3 The Purchaser must make no objection, 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 14. Without limitation, the Purchaser acknowledges that the Vendor will be obliged to deliver to the Purchaser on the Day of Settlement only those originals, counterparts or certified copies of the Tenancy Documents which are then in the possession of the Vendor.

14.12 **Non-merger**

This special condition 14 will not merge on the transfer of the land, but will continue to have full force and effect.

15. Default

15.1 Without limiting the Purchaser's obligations under this contract or at law, if the Purchaser breaches this contract it must pay the Vendor on demand:

15.1.1 the full amount payable under this contract (including interest), whether due to be paid or not;

15.1.2 compensation for any reasonably foreseeable cost, loss or expense to the Vendor resulting from the breach and the Purchaser acknowledges that, without limitation, the Vendor will or may suffer the following reasonably foreseeable costs, losses and expenses:

(a) interest, charges and other expenses payable by the Vendor under any existing loan, finance or similar facility calculated from the due date for settlement;

(b) any additional legal costs and expenses occasioned by the default; and

(c) all commissions, fees, advertising expense and other amounts payable to the Vendor's Estate Agent.

15.2 The Vendor is not liable for any loss, expense, damage or liability which does not flow naturally from the relevant breach of this contract, even if at the time the parties entered into this contract the loss, expense, damage or liability may reasonably be supposed to have been contemplated by the parties as a probable result of the breach, including indirect, special, financial or consequential loss or damage whatsoever or however arising.

16. Auction

The Property is offered for sale by public auction, 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.

17. General conditions

17.1 **Changes to the General Conditions**

17.1.1 General Condition 5.1(a) is amended by inserting "and any encumbrance disclosed, permitted or referred to in this contract of sale including any arising out of any special condition'' after the word "caveats".

17.1.2 General Condition 5.1(b) is amended by inserting "restrictions" after the word "reservations".

17.1.3 General Condition 17.1(b)(i) is deleted and replaced with:

"(i) provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"

17.1.4 General Condition 19.3 is amended by inserting the words 'unless the margin scheme applies' at the end of this General Condition.

17.1.5 General Condition 20.2(a) is amended by inserting the words "from a recognised financial lending institution within Australia" at the end of this General Condition.

17.1.6 General Condition 20.2(c) is amended by inserting the words "from a recognised financial lending institution within Australia" after the word "loan".

17.1.7 General Condition 23.2(b) is deleted and replaced with "land tax is to be adjusted based on the proportional land tax payable by the Vendor for the property as stated in the land tax

clearance certificate issued by the State Revenue Office in accordance with Section 97 of the *Land Tax Act* 2005 (Vic)"

17.1.8 General Condition 33 is amended by replacing "2% per annum" with "4% per annum".

17.1.9 General Condition 35.4 (a) is deleted and replaced with:

"(a) an amount equal to 10% of the price is forfeited to the vendor as the vendor's absolute property; and"

17.2 **Deleted General Conditions**

General Conditions 3, 4, 6.6, 6.7, 9, 10, 17.2, 23.2(c), 31.4 to 31.6 (both inclusive), 35.3(b) and 35.3(c) are deleted and do not apply.

17.3 **Clarification to General Conditions**

17.3.1 For the purposes of General Condition 21, the expression 'registered building practitioner' means a building practitioner capable of being searched on the Victorian Building Authority's register of building practitioners who holds a 'current' registration status.

17.3.2 For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act applies.

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

18. Definitions and interpretation

18.1 **Definitions**

In these special conditions, unless otherwise indicated by the context or subject matter, the listed expressions in bold print have the meaning set out opposite them:

Authority	means any government, local government, semi-government, statutory or planning authority.
Business Day	means any day (except a Saturday or Sunday or public holiday) on which banks are open for business in Melbourne.
Contaminant	means a solid, liquid, gas, odour, temperature, sound, vibration or radiation or substance which makes or may make the land unfit or unsafe for habitation or occupation by humans or animals, degraded in its capacity to support plant life, otherwise environmentally degraded or not comply with any Environmental Law.
Contract Date	means the day of sale, being the date by which both parties have signed this contract.
Day of Settlement	means the day that settlement takes place.

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Encumbrances	means: (a) all registered, unregistered and implied easements, covenants and restrictive covenants (if any) including those disclosed in the Vendor Statement; (b) any easements and restrictions created by the plan of subdivision that the Land forms a part of; (c) the provisions of any agreement which the Vendor may be required to enter into with any responsible authority; (d) the requirements of any planning permit affecting the Property.
Environmental Law	means a law regulating or relating to the environment.
Guarantee and Indemnity	means a Guarantee and Indemnity in the form set out under Annexure A.
Installation	means any building, plant, equipment, fixture or fitting constructed on, in, under or over the land.
Land	The parcel of land sold under this contract, as identified in the Particulars.
Planning Restrictions	means any restriction on the use or development of the land under any planning scheme, statute, regulation, local law or permit condition or imposed by any authority empowered to control the use or development of the land.
Property	means the Land and the goods (if any) sold pursuant to this contract.
Purchaser Claim	means making a claim or exercising any right to retain part or the whole of the Price, to refuse or delay payment of the whole or part of the Price, to make requisitions or objections, to rescind or purport to rescind, to require the Vendor to amend title or bear the cost of doing so, to postpone settlement or to avoid an obligation (arising under this contract or pursuant to any law).
Sale of Land Act	means the *Sale of Land Act 1962 (Vic)* and regulations made pursuant to that Act, as either or both are amended from time to time.
Settlement Date	means the date specified as such in the Particulars.
Subdivision Act	means the *Subdivision Act 1988 (Vic)* and regulations made pursuant to that Act, as either or both are amended from time to time.

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Vendor Statement means the vendor statement attached to this contract.

18.2 **Interpretation**

In these special conditions unless otherwise indicated by the context or subject matter:

18.2.1 Headings are for convenience only and do not affect the interpretation of this contract.

18.2.2 The words “includes” and “including” or words of similar effect are not words of limitation.

18.2.3 A reference to the Property or any other thing includes the whole or any part of the Property or that other thing.

18.2.4 A reference to a party includes the party's successors and permitted assigns.

18.2.5 An obligation imposed by this contract on more than one person binds them jointly and severally.

18.2.6 Where a word or phrase is defined, its other grammatical forms have corresponding meanings.

18.2.7 A reference to the singular includes the plural and vice versa.

18.2.8 The provisions of the special conditions shall prevail and have priority to the extent of any inconsistencies with the General Conditions

18.2.9 Time is of the essence.

19. General

19.1 **Notices**

All communications between the parties about this contract must be delivered by hand or sent by post, facsimile or electronic mail to the address of the addressee as set out in this contract or to any other address as the addressee may from time to time have notified in writing for the purposes of this contract. Communications are taken to have been received:

19.1.1 If delivered by hand, on the day of delivery.

19.1.2 If sent by post, two Business Days after posting;

19.1.3 If sent by facsimile, at the time of transmission or, if the time of transmission is after 5.00pm, at 9.30am on the next Business Day; and

19.1.4 If sent by electronic mail, upon entry into the information system of the recipient.

19.2 **Further Assurances**

The Purchaser must sign any documents and do anything else reasonably necessary to give effect to the terms of this contract.

19.3 **Novation**

In consideration of the Vendor agreeing to entering into this Contract of Sale, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:

(a) a deed in the form to be prepared by the Vendor novating this Contract of Sale to a third party; and

(b) a vendor's statement the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962* in the form prepared by the third party.

19.4 **Waiver**

In no event shall any delay, neglect or forbearance on the part of any party in enforcing any provision of this agreement be, or be deemed to be, a waiver thereof or a waiver of any other provision or shall in any way prejudice any right of that party under this agreement. A waiver of a breach of any obligation, provision or condition of this contract does not operate as a waiver of any other breach of the same or any other obligation, provision or condition of this contract.

19.5 **Non Merger**

Any provision of this contract that is capable of having effect after the Settlement Date will not merge in the instrument of transfer of land, as a consequence of the parties doing anything in connection with settlement or as a consequence of settlement taking place.

19.6 **Joint and Several Liability**

When more than one person and/or corporation constitutes that Purchaser, the word "Purchaser" in this contract will be read as "Purchasers" and the covenants, agreements and obligations on their part to be observed and performed will be deemed to be covenants, agreements and obligations of them jointly and each of them severally.

19.7 **Severance**

If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable or results in the contract being unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

19.8 **Electronic signature**

19.8.1 In this special condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

19.8.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

19.8.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

19.8.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

19.8.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

19.8.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

19.9 **Counterparts**

This agreement may be executed in any number of counterparts and all counterparts taken together will constitute one document.

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Annexure A – Guarantee and Indemnity

I/We, of

And of

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) 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(s) may incur by reason of any default on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

(a) any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) time given to the Purchaser(s) for any such payment performance or observance;

(d) reason of the Vendor(s) assigning his, her or their rights under the said Contract; and

(e) any other thing which under the law relating to sureties would but for this provision have the effect of releasing us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the day of 2023

SIGNED SEALED and DELIVERED by the said
in the presence of:

Signature of witness

Signature of Guarantor

Name of witness

Date

SIGNED SEALED and DELIVERED by the said
in the presence of:

Signature of witness

Signature of Guarantor

Name of witness

Date

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General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page**.**

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

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(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 *(Cth)* setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 *(Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

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

(a) settlement is conducted through an electronic lodgement network; and

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

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

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

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

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

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general

condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting

expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act* 1962 as at 30 October 2018.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

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

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

Land	5 Boyd Street, Blackburn South, Victoria 3130	
+ Vendor's name	Michael Quirino Spadea	**Date** 16 / 03 /2026
+ Vendor's signature		
+ Vendor's name	Anita Spadea	**Date** 16 / 03 /2026
+ Vendor's signature		
+ Purchaser's name		**Date** / /
+ Purchaser's signature		
+ Purchaser's name		**Date** / /
+ Purchaser's signature		

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1. FINANCIAL MATTERS

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

Are contained in the attached certificates.

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

Not applicable.

1.3 **Terms Contract**

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

Not applicable.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable.

2.2 **Owner-Builder**

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

Not applicable.

3. LAND USE

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

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

Is in the attached copies of title document/s.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Are contained in the attached certificates and/or statements.

4.2 **Agricultural Chemicals**

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

None to the vendor's knowledge.

4.3 **Compulsory Acquisition**

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

None to the vendor's knowledge.

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

Not applicable.

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

Not applicable.

8. SERVICES

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

Electricity supply ☐ Gas supply ☐ Water supply ☐ Sewerage ☐ Telephone services ☒

9. TITLE

Attached are copies of the following documents:

Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not applicable.

10.2 **Staged Subdivision**

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

Not applicable.

10.3 **Further Plan of Subdivision**

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

Not applicable.

11. *DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

Due Diligence Checklist attached.

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 08104 FOLIO 569

Security no : 124132538962P
Produced 27/02/2026 11:30 AM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 025574.
PARENT TITLE Volume 07964 Folio 030
Created by instrument A041942 20/09/1955

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ANITA SPADEA
MICHAEL QUIRINO SPADEA both of 5 BOYD STREET BLACKBURN SOUTH VIC 3130
AM994582A 04/08/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY190630U 10/07/2024
BANK OF QUEENSLAND LTD

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

DIAGRAM LOCATION

SEE LP025574 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: 5 BOYD STREET BLACKBURN SOUTH VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 10/07/2024

DOCUMENT END

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PLAN OF SUBDIVISION
PART OF CROWN PORTION 95
PARISH OF NUNAWADING
COUNTY OF BOURKE

VOL.4444 FOL.740

MEASUREMENTS ARE IN FEET AND INCHES

LP 25574
EDITION 2
PLAN MAY BE LODGED 5/5/53.

COLOUR CODE
E-1 = BLUE
R1 = BROWN

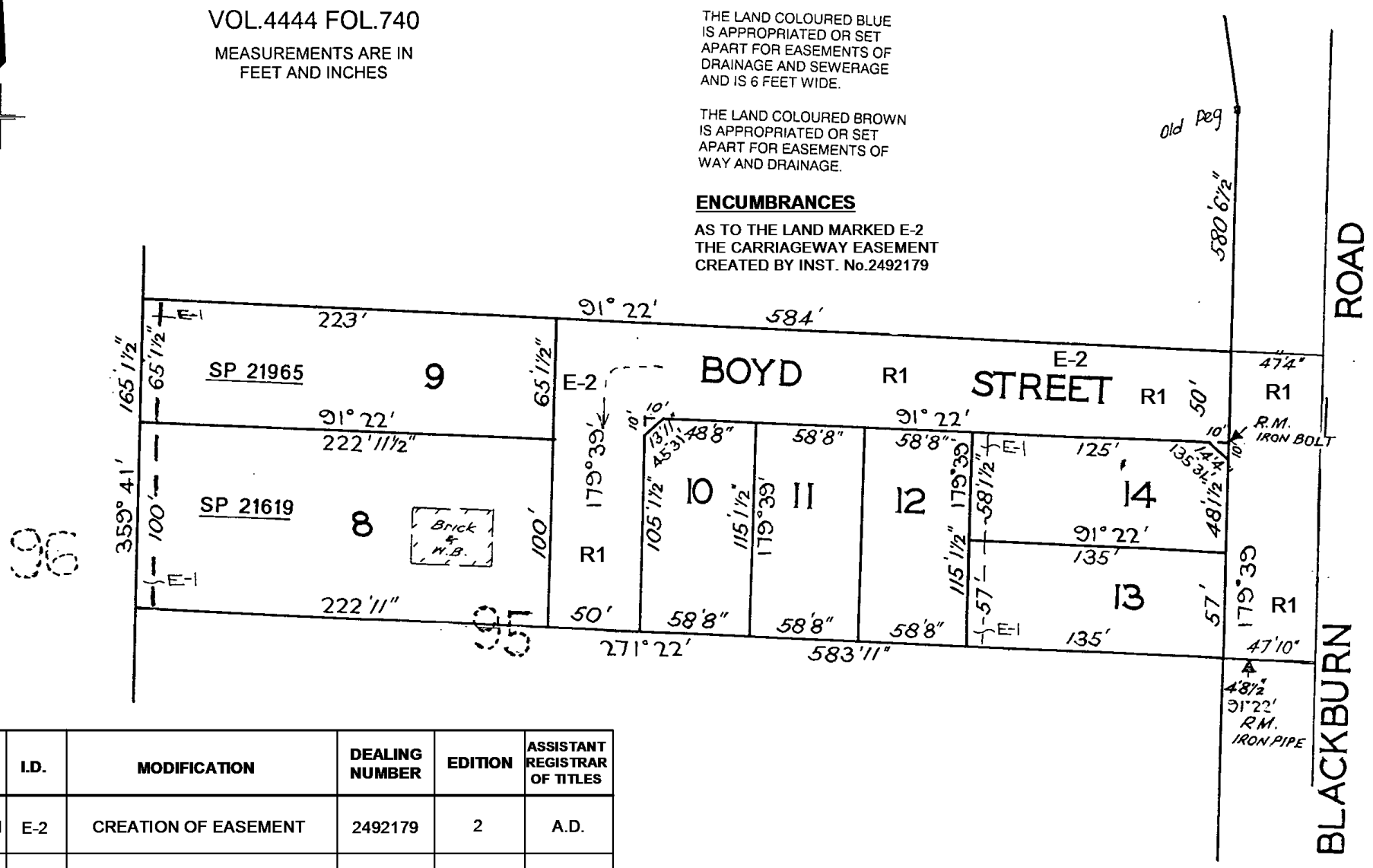
APPROPRIATIONS

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

THE LAND COLOURED BROWN IS APPROPRIATED OR SET APART FOR EASEMENTS OF WAY AND DRAINAGE.

ENCUMBRANCES

AS TO THE LAND MARKED E-2 THE CARRIAGEWAY EASEMENT CREATED BY INST. No.2492179



LAND	I.D.	MODIFICATION	DEALING NUMBER	EDITION	ASSISTANT REGISTRAR OF TITLES
ROAD R1	E-2	CREATION OF EASEMENT	2492179	2	A.D.

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

Delivered by LANDATA®, timestamp 27/02/2026 11:30 Page 1 of 1

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 17 February 2026 02:48 PM

PROPERTY DETAILS

Address:	**5 BOYD STREET BLACKBURN SOUTH 3130**
Lot and Plan Number:	**Lot 10 LP25574**
Standard Parcel Identifier (SPI):	**10\LP25574**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**181244**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 62 A2**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

OTHER

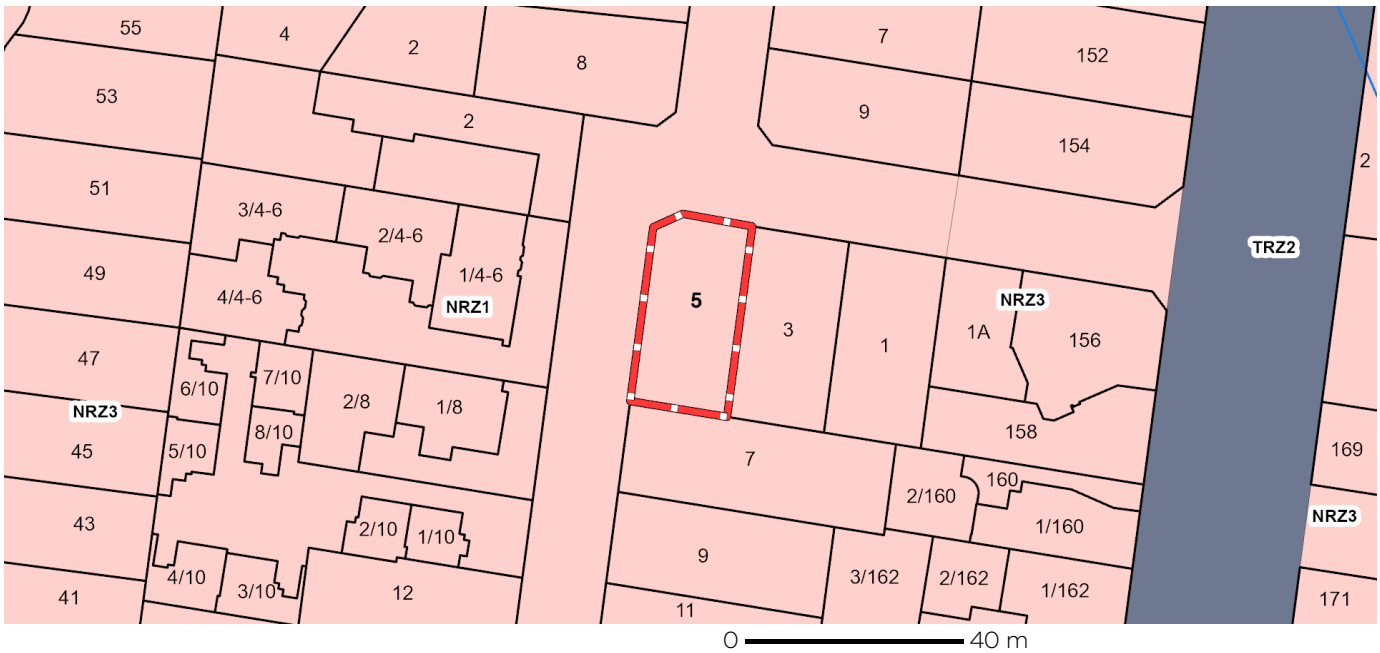
Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)

NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)



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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DCPO - Development Contributions Plan Overlay

Water course

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 2 (SLO2)



SLO - Significant Landscape Overlay

Water course

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)

VEGETATION PROTECTION OVERLAY (VPO)



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

Further Planning Information

Planning scheme data last updated on 17 February 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

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 Victoria 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 Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

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

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View Important Information for the Ratepayer

WHITEHORSE CITY COUNCIL

ABN 39 549 568 822

Annual Valuation and Rate Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 August 2025

Total: $2,294.85

Includes arrears due immediately $0.00

Balance: $2,294.85

Due 15 February 2026

029-3106 (9682)

Mr M Q Spadea and Mrs A Spadea

Or Pay in Four Instalments

$575.85 Includes arrears of $0.00	Due 30 September 2025
$573.00	Due 30 November 2025
$573.00	Due 28 February 2026
$573.00	Due 31 May 2026

Property Details

Assessment Number: 19046 2

5 Boyd Street, BLACKBURN SOUTH VIC 3130
LOT 10 LP 25574

Property Owner(s):
Mr M Q Spadea and Mrs A Spadea

Ward Eley

AVPCC (Property Type)
110 - Detached Dwelling

Land Use Classification Residential

Property Valuations

Site Value	$1,085,000
Capital Improved Value (CIV)	$1,125,000
Net Annual Value	$56,250

Valuations Date 1 January 2025 **Operative Date** 1 July 2025

Flexible Payments

Scan the QR code for flexible online payment options with SMS reminders or visit **pay.whitehorse.vic.gov.au**

Payble™ VISA DIRECT DEBIT

Details of Rates, Charges and Levies

Balance Brought Forward	**$0.00**
General Rate 0.142489 cents in $ on $1,125,000 CIV	$1,603.00
Emergency Services and Volunteers Fund Fixed Charge	$136.00
ESVF Variable Rate 0.0173 cents in $ on $1,125,000 CIV	$194.60
Public Waste Service Charge	$82.00
Kerbside Waste Service Charge	$181.25
Food and Garden Organics Bin - 240L x 1	$98.00

Payments and changes received on or after 15 August 2025 may not be included on this Notice

Receive your Rate Notice by email: **whitehorse.ezybill.com.au** EZYBILL

Important Information for Ratepayers

In accordance with the *Local Government Act 1989,* Council has declared rates and charges for the year ending 30 June 2026. Council uses Capital Improved Value as the basis for calculation of the rate.

Note: Any payments received may be transferred to unpaid bin accounts.

Rate Cap

Council has complied with the Victorian Government rate cap of 3%. The cap applies to the average increase of rates. The rates and charges for your individual property may have increased or decreased by a different percentage. For more information: **whitehorse.vic.gov.au/your-rates**

Objections to Valuations

Ratepayers have the right to object to property valuation on specific grounds *(Valuations of Land Act 1960 s 17).* Objections must be lodged online at **ratingvaluationobjections.vic.gov.au** within two months of the date of issue on this notice. Payments must be made in accordance with this Notice until advised otherwise by Council.

Objections to Rates and Charges

Under the *Local Government Act 1989* (LGA), ratepayers have a right to appeal to the County Court on the rates and charges on specific grounds (Section 184) within 60 days of this Notice. Applications to VCAT for review of special rates and special charges (section 185 LGA) and declaration concerning validity of Council's decision to impose a special rate or charge (section 185AA LGA) must be made within 30 days date of issue on the rate notice.

Change of Details – Notification to Council

You must notify Council in writing of any change of address, ownership, managing agent or occupancy. Please complete our online form: **whitehorse.vic.gov.au/your-rates.** You must advise Council or any change of ownership within 30 days of settlement by a Notice of Acquisition.

Supplementary Rate Valuations

If the valuation is adjusted by the Valuer General due to changes to the property, you may have to pay additional rates. Payments must be made in accordance with the original Annual Valuation and Rate Notice until you receive a Supplementary Valuation and Rate Notice.

Pensioner Rebates

Ratepayers with an eligible Centrelink or DVA pensioner concession card may be entitled to a rebate rates and on Emergency Services and Volunteers Fund. Further information is available from Council Service Centres or online: **whitehorse.vic.gov.au/your-rates**

Emergency Services and Volunteers Fund (ESVF)

Council is required to collect Emergency Services and Volunteers Fund (ESVF) on behalf of the State Government. This levy is collected by Council and passed on in full to the State Revenue Office (SRO): **sro.vic.gov.au/emergency-services-and-volunteers-fund**

Allocation of Payments

All payments will be allocated in the following order:

1. Legal costs
2. Penalty Interest owing
3. Overdue rates and charges owing
4. Current rates and charges owing

Payment Difficulties or Financial Hardship – Payment Plans

If you are experiencing hardship, please contact Council as soon as possible. Eligible ratepayers may enter into a payment plan to make smaller more regular payments. Further information on payment plans, deferrals and Council's hardship policy is available at Council's Service Centres or online **whitehorse.vic.gov.au/your-rates**

Penalty Interest for Non-payment

Penalty Interest of 10%p.a. will be charged where payment is not received by the due date in accordance with s172 *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*, unless a complying payment plan exists. If you do not pay the full rates amount by 15 February 2026 or instalment amounts by the due dates 30 September 2025, 30 November 2025, 28 February 2026, and 31 May 2026 penalty interest will be calculated on the amount due by the instalment due dates.

Recovery of Unpaid Rates and Charges

Any arrears on this notice may include penalty interest, legal fees/costs, and may be the subject of a court order or may become subject of a court order. Failure to make immediate payment of arrears may result in legal action as permitted by the *Local Government Act 1989* (LGA).

Under Section 181 of the LGA, Council has the power to sell or cause the property to be transferred to itself where:

a) Any amount due is more than 3 years overdue; and
b) No current complying payment plan with Council exists; and
c) Council has a Court order requiring payment of the amount or part of the amount.

Duplicate Rate Notices

Application via Council's website, please retain your original Rate Notice as charges apply for duplicates.

State Land Tax

The State Revenue Office (SRO) uses site value to assess land tax payable *(Land Tax Act 2005)*. Objections to site value must be made to the SRO within two months of the issue of Land Tax Assessment. Further information can be found online **sro.vic.gov.au**

Differential Rates

Council does not apply a differential rating system.

Privacy Statement

whitehorse.vic.gov.au

Translating and Interpreting Service

Call 131 450 and ask to be connected to Whitehorse City Council on (03) 9262 6333.

這是支付市政税的通知單。請按照正面的金額支付。如需语言协助，请拨打**131 450**联系笔译和口译服务处，要求转接白马市政府 **(03) 9262 6333**。

Deaf, Hearing or Speech Impaired

call Council via the National Relay Service 133 677, quote (03) 9262 6333.

For large print Notices call (03) 9262 6292

Easy Ways to Pay

Credit Card Surcharge: Credit card (Visa and Mastercard) fee of 0.6% will apply except when paying by BPAY® or at Australia Post. AMEX not accepted.

ONLINE OR VIA PHONE

Visit **whitehorse.vic.gov.au**
Phone 1300 120 147
Assessment No: 190462

Australia Post

Pay in person by any method at Australian Post offices.

Post Billpay

*339 190462

BPAY®

Biller Code: 18325
Customer Reference: 0000190462

Pay from your bank account, debit or credit card.

IN PERSON

To pay in person visit the Civic Centre at 379-399 Whitehorse Road, Nunawading or visit **whitehorse.vic.gov.au/contact-us** for other locations.

Council Use Only

WHITEHORSE CITY COUNCIL

ABN 39 549 568 822

Rate Instalment Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 January 2026

Payment Due

$1,154.20

28 February 2026

029-3106 (3705)

Mr M Q Spadea and Mrs A Spadea

Assessment Number 19046 2

Property Description

5 Boyd Street, BLACKBURN SOUTH VIC 3130

LOT 10 LP 25574

Details of Rates, Charges and Levies

THIRD Instalment	**$1,154.20**

Payble™

Flexible Payments

Flexible weekly, fortnightly, monthly or one-off online payments with SMS reminders.

Scan the QR code or visit **pay.whitehorse.vic.gov.au**

VISA DIRECT Debit

Payments and changes made on or after 19 January 2026 may not be included on this Notice.

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Phone 1300 120 147
Assessment No: 190462

Australia Post

Post Billpay

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Council credit card fee does not apply.

*339 190462

BPAY®

Biller Code: 18325
Customer Reference: 0000190462

Pay from your bank account, debit or credit card.

IN PERSON

Pay at Council Customer Service Centres.
All payments accepted.

Council use only – 3rd Instalment

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WHITEHORSE CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Tuesday 23 December 2025

Reference Number: ENF/2025/1890
Enquiries: Craig Burns
Telephone: 8873 9184

Mr M Q Spadea
6 Augustus Rise
TEMPLESTOWE VIC 3106

TREE ENQUIRY- 5 Boyd Street, BLACKBURN SOUTH VIC 3130

Dear Mr M Q Spadea

It has come to Council's attention that a tree shown in the photograph (see enclosed) on the above property has a trunk feature which could increase the risk of tree failure. Council recommends you engage the services of a suitably qualified Arborist to conduct maintenance and periodic inspection of your trees.

The Planning and Environment Act 1987 and the Whitehorse Planning Scheme (the Scheme) does not provide Council the authority to direct landowners to remove or prune any trees on their land. This is a notification only; you do not have to take further action if you do not want to.

Should you have any further queries, please do not hesitate to contact me on the above number.

Yours sincerely

Craig Burns
Planning Arborist
City Planning and Development

Tree photo:



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Wednesday 11 February 2026

Reference Number: ENF/2026/214
Enquiries: Craig Burns
Telephone: 8873 9184

Mr M Q Spadea

NO AUTHORITY TO REMOVE TREE 1 - 5 Boyd Street, BLACKBURN SOUTH VIC 3130

Dear Mr M Q Spadea

Tree 1 - *Liquidambar styraciflua* (Sweetgum)

The tree listed and shown in the photograph (see enclosed) has been assessed by Council's Arborist. The assessment establishes that the exemptions of the Significant Landscape Overlays of the Whitehorse Planning Scheme do not apply. Therefore, the tree is not exempt from requiring a planning permit.

A planning permit is required to remove this tree.

If you wish to apply to remove the tree (via the planning application process), please go to Council's website below to begin the process.

www.whitehorse.vic.gov.au/planning-applications

This permit application process is not a guarantee that permission to remove the tree will be granted.

AUTHORITY TO REMOVE TREE 2 - 5 Boyd Street, BLACKBURN SOUTH VIC 3130

Tree 2 - *Liquidambar styraciflua* (Sweetgum)

The tree listed and shown in the photograph (see enclosed) has been assessed by Council's Arborist. The assessment establishes that the exemptions of Schedule 2 of 42.03 and clause 52.37 Significant Landscape Overlay of the Whitehorse Planning Scheme apply here. Therefore, the tree is exempt from requiring a planning permit for removal.

No further Whitehorse City Council permits are required for the authorised tree removal.

After the tree has been removed, Council encourages you to plant one replacement canopy tree per tree removed of a species that is native to the area in order to promote and enhance the character of the significant landscape in the vicinity. The tree should be planted in a suitable position of your choice on the property.

	
Tree 1 - *Liquidambar styraciflua* (Sweetgum) No Authority to Remove	Tree 2 - *Liquidambar styraciflua* (Sweetgum) Authority to Remove

Should you have any further queries, please do not hesitate to contact me on the above number.

Yours sincerely

Craig Burns
Planning Arborist
City Planning and Development

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

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Fax: (03) 9262 6490
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TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Thursday 26 February 2026

Application Number: WH/2026/145
Enquiries: Anne Hollensen
Telephone: 9262 6345

Mr M O Spadea

Dear Sir/Madam

ADDRESS: 5 BOYD STREET, BLACKBURN SOUTH (LOT 10 LP 25574)

Thank you for your application. The application has been lodged and allocated to the above mentioned Planning Officer.

You will receive written correspondence if any additional information is required.

If you have any queries regarding this application, please contact the planner on the above telephone number. However, if you wish to meet with the planner to discuss the application, please call to arrange a convenient meeting time, as planners are available by appointment only.

We thank you in advance for your patience and understanding.

Yours faithfully

Planning and Building Department

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

2nd March 2026

Brixton Legal (vic) C/- InfoTrack (ActionStep) C/-
LANDATA

Dear Brixton Legal (vic) C/- InfoTrack (ActionStep) C/-,

RE: Application for Water Information Statement

Property Address:	5 BOYD STREET BLACKBURN SOUTH 3130
Applicant	Brixton Legal (vic) C/- InfoTrack (ActionStep) C/- LANDATA
Information Statement	31015531
Conveyancing Account Number	7959580000
Your Reference	387962

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

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Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

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

Yarra Valley Water Property Information Statement

Property Address	5 BOYD STREET BLACKBURN SOUTH 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
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yvw.com.au

Melbourne Water Property Information Statement

Property Address	5 BOYD STREET BLACKBURN SOUTH 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

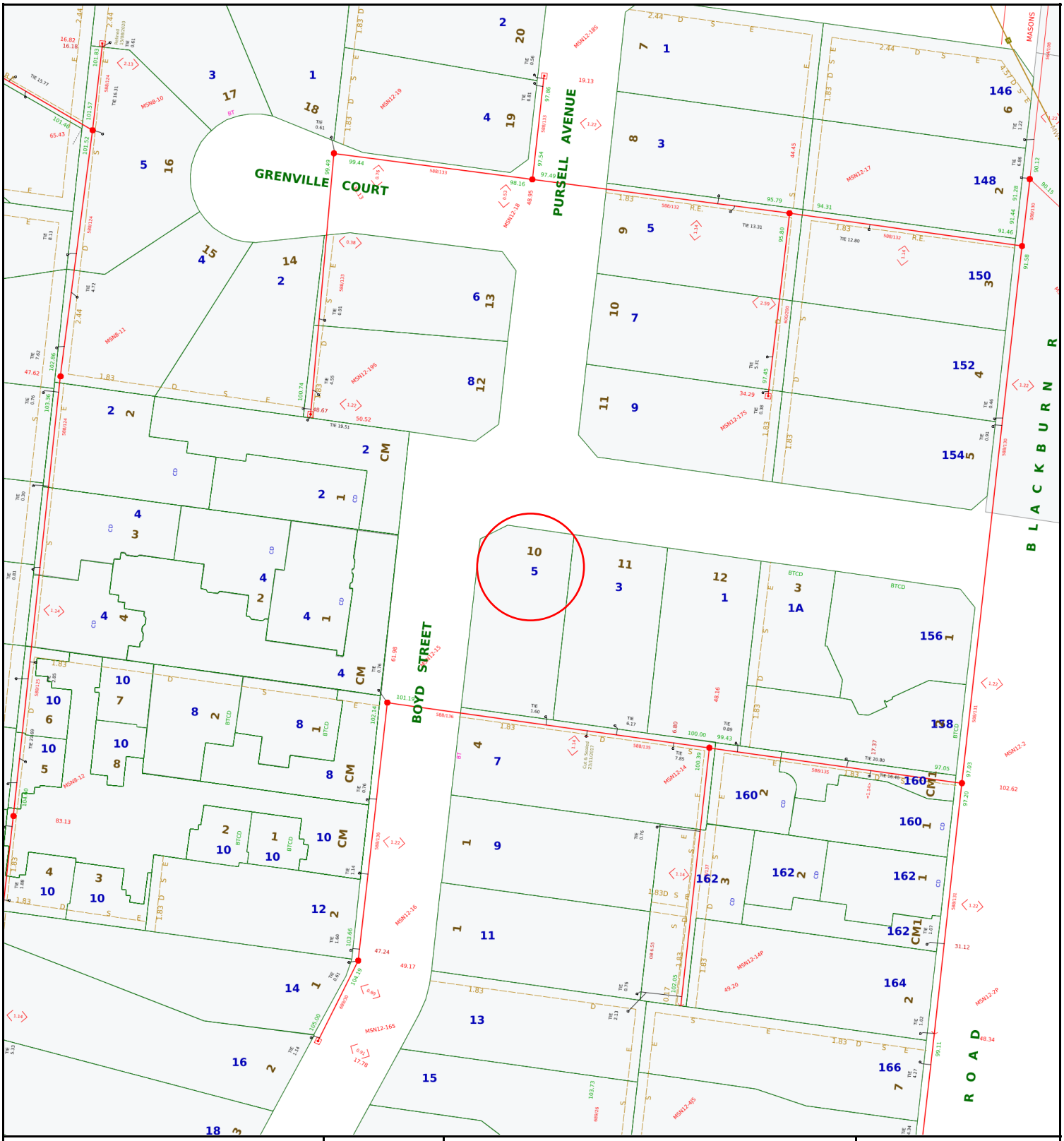
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 31015531

Address	5 BOYD STREET BLACKBURN SOUTH 3130
Date	02/03/2026
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	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;

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Brixton Legal (vic) C/- InfoTrack (ActionStep) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4184650224
Rate Certificate No: 31015531

Date of Issue: 02/03/2026
Your Ref: 387962

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
5 BOYD ST, BLACKBURN SOUTH VIC 3130	10\LP25574	1243558	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2026 to 31-03-2026	$20.80	$0.00
Residential Sewer Service Charge	01-01-2026 to 31-03-2026	$119.92	$0.00
Parks Fee	01-01-2026 to 31-03-2026	$22.14	$0.00
Drainage Fee	01-01-2026 to 31-03-2026	$30.82	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

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

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

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

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F (03) 9872 1353

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

Property No: 1243558

Address: 5 BOYD ST, BLACKBURN SOUTH VIC 3130

Water Information Statement Number: 31015531

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 41846502240

Amount Paid		Date Paid		Receipt Number	

2026 Land Tax Assessment Notice
For land held in joint ownership

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331

7061712017023000001 029

MR MICHAEL QUIRINO SPADEA

CUSTOMER NUMBER QUOTE IF YOU CONTACT US	096749910
ASSESSMENT NUMBER THIS CHANGES EVERY YEAR	97573648
ISSUE DATE	13 FEB 2026
TOTAL PAYABLE	$5,415.00

INTEREST IS CHARGED ON LATE PAYMENTS

THIS NOTICE IS ISSUED TO YOU ON BEHALF OF:
MR MICHAEL QUIRINO SPADEA
MRS ANITA SPADEA

TWO WAYS TO PAY

1 IN FULL

PAY BY **8 MAY 2026**

Use the payment methods listed at the bottom of this assessment.

2 INSTALMENTS

SET UP BY **8 MAY 2026**

Payment plans must be set up each year using our online system, **AutoPay.** These interest-free payments can be made from your bank account or card. A card payment fee applies. You can choose the frequency, with instalments spread over up to 38 weeks from the issue date.

Choose from the following options:

4 EQUAL INSTALMENTS | MONTHLY INSTALMENTS | FORTNIGHTLY INSTALMENTS

sro.vic.gov.au/autopay

Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

sro.vic.gov.au/mylandtax

Paul Broderick
Commissioner of State Revenue

PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®

BPAY **Biller Code:** 5249
REF: 97573648

Telephone and internet banking
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.
bpay.com.au

CARD

Customer No: 096749910
REF: 97573648

Visa or Mastercard only
Pay via our website or phone 13 21 61. A card payment fee applies.
sro.vic.gov.au/paylandtax

AUSTRALIA POST

Post Billpay **$5,415.00**

Pay in-store
Take this notice to any Australia Post.
State Revenue Office (VIC) payment

*382 400 0097573648 4

2025-SRO-2376-LTX_AUTOPAY

Summary of assessment

Assessment number: 97573648

Period of assessment: 1 January 2026 to 31 December 2026

Land tax applies to land you owned on 31 December 2025 and is not adjusted or pro-rated throughout the year.

2026 calculation

Total taxable value	$1,085,000.00
Total calculation of land tax	$5,415.00
2026 tax payable	**$5,415.00**

For land tax rates, visit **sro.vic.gov.au/landtaxrate**

CURRENT LAND TAX RATES

YOUR total taxable value (refer Statement of lands)	YOUR land tax payable calculation rate (refer blue row highlighted below)
< $50,000	Nil
$50,000 to < $100,000	$500
$100,000 to < $300,000	$975
$300,000 to < $600,000	$1,350 plus 0.3% of amount > $300,000
$600,000 to < $1,000,000	$2,250 plus 0.6% of amount > $600,000
$1,000,000 to < $1,800,000	**$4,650 plus 0.9% of amount > $1,000,000**
$1,800,000 to < $3,000,000	$11,850 plus 1.65% of amount > $1,800,000
$3,000,000 and over	$31,650 plus 2.65% of amount > $3,000,000

ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

sro.vic.gov.au/landtax

AMENDING DETAILS

You can update your details online:

- change your address
- update your contact details
- claim an exemption
- update land ownership details

sro.vic.gov.au/mylandtax

YOUR RIGHT TO OBJECT

If you have a concern about your assessment, there are different ways to object depending on what aspect you disagree with.

VALUATIONS

If you disagree with the valuation of your property, you can lodge an objection online within **2 months** of receiving your assessment. The Commissioner of State Revenue has no discretion to accept late objections.

sro.vic.gov.au/valueobjection

OTHER OBJECTIONS

If you disagree with another aspect of your assessment, you can lodge a written objection within **60 days** of receiving your assessment. An objection is a formal avenue of dispute resolution requiring you to explain the grounds of your objection.

sro.vic.gov.au/assessment

OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

JOINT OWNERS

As a joint and individual owner of land, you may receive more than one assessment. For information about how we assess joint owners visit **sro.vic.gov.au/jointowners**

Statement of lands for period 1 January 2026 to 31 December 2026

Assessment number: 97573648

Effective valuation date: 1 January 2025 — All values are provided by the Valuer-General of Victoria.

Lands owned as at midnight 31 December 2025 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax†	Proportional tax††	Taxable value
1		027620289 6 S421804	N/A	N/A	$0 PPR
2	5 BOYD ST, BLACKBURN, 3130 WHITEHORSE	011037630 10 L25574	$5,415.00	$5,415.00	$1,085,000
Total taxable value					**$1,085,000**

The taxable value of your property is determined by the Valuer-General Victoria. You can find the Australian Valuation Property Classification Code (AVPCC) on your council rates notice.

Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must **notify us within 60 days** of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting **sro.vic.gov.au/assessment**

Terms and codes (for details, go to sro.vic.gov.au/codes)

†SINGLE HOLDING TAX	††PROPORTIONAL TAX	PPR
This is the amount of tax you would pay on the one property.	This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.	Land Tax Principal Place of Residence exemption

OBrien Real Estate Blackburn
98 South Parade,
Blackburn, VIC 3130

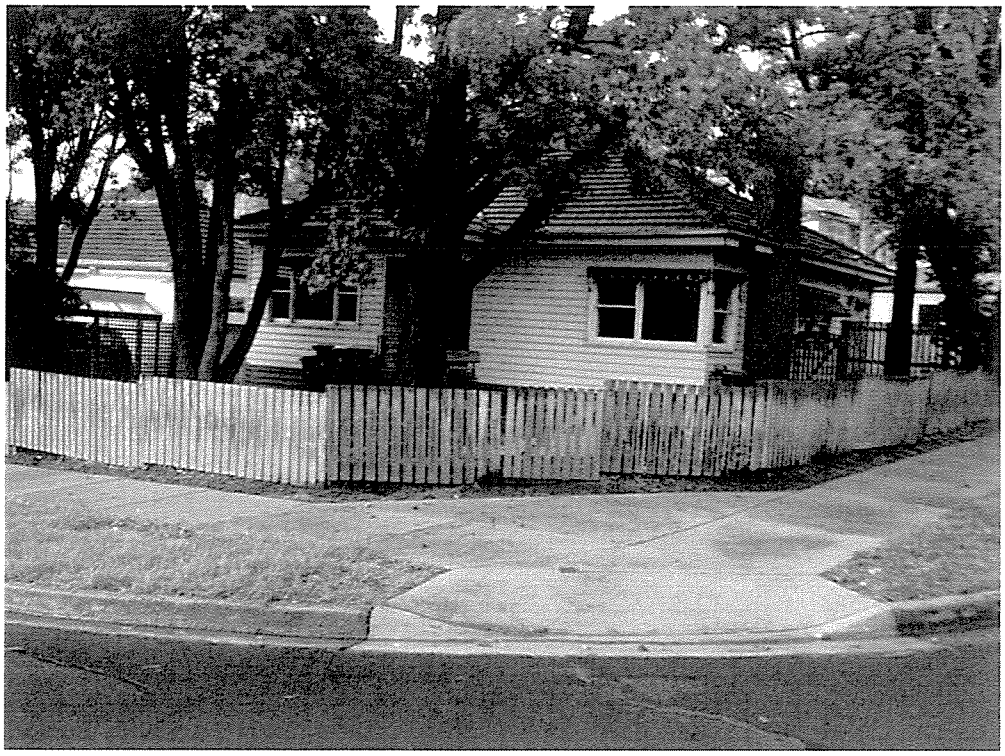
P: 03 9894 2044
E: blackburn.rentals@obre.com.au

OBrien Real Estate

Residential Tenancy Agreement

for

5 Boyd Street, Blackburn South VIC 3130



This agreement is between **Anita Spadea, Michael Spadea** and **Philippa Romaneix, Tim Rashleigh**.

Lease Start Date: Sun 12/04/2020

Residential Tenancies Act 1997

(Section 26(1))

Residential Tenancies Regulations 2008

(Regulation 7)

This agreement is made on Mon 03/02/2020

Between

LANDLORD: Name: Anita Spadea, Michael Spadea

AGENT: Libella Helena Pty Ltd trading as **OBrien Real Estate Pty Ltd**

ABN: 91 321 778 290

Telephone: 99894 2044 Fax: 9894 2043

Email: blackburn.rentals@obre.com.au

And

TENANT(s): Name(s): Philippa Romaneix, Tim Rashleigh
Address(s):

1. **PREMISES:** Including Chattels: Carpets, window furnishings, oven, hot plates, rangehood, light fittings, and as specified in the inventory and condition report.

2. **RENT: $430.00 per week $1,868.00 per calendar month**
   payable on the 12th day of every month, always 1 month in advance
   Lease commencing on: Sun 12/04/2020

   Rental Payments to Agent/Landlord:
   OBrien Real Estate Blackburn
   Via Rental Rewards by Credit Card/Bank Account
   DISHONOUR FEE
   The tenant acknowledges and agrees that a fee of $15.00 is payable for any dishonoured payments.

3. **BOND: $1,825.00**
   To be paid to the **Residential Tenancies Bond Authority** In accordance with the **Residential Tenancies Act 1997.**

4. **FIXED TERM AGREEMENT:**
   Term: 12 months

   Commencement Date: Sun 12/04/2020

   Termination Date: Sun 11/04/2021

   *Unless the agreement terminates in accordance with the **Residential Tenancies Act 1997**, the agreement will continue as a periodic tenancy.*

Tenant Acknowledgement

1. *Philippa Romaneix viewed and acknowledged at Mon, 20/01/2020 12:53 fromdevice: Windows 10 Other Chrome 78.0.3904*
2. *TimRashleigh viewed and acknowledged at Thu, 30/01/2020 13:07 fromdevice: iOS 13.3 iPhone Chrome Mobile iOS 79.0.3945*

5. CONDITION OF THE PREMISES

The LANDLORD must –

a. Ensure that the premises are maintained in good repair; and
b. If the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. DAMAGE TO THE PREMISES

a. The TENANT must ensure that care is taken to avoid damaging the rented premises.
b. The TENANT must take reasonable care to avoid damaging the premises and any common areas.
c. The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD/AGENT of any damage to the premises as soon practicable.

7. CLEANLINESS OF THE PREMISES

a. The LANDLORD must ensure that the premises are in a reasonably clean condition on the day in which it is agreed that the TENANT is to enter into occupation of the premises.
b. The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

8. USE OF PREMISES

a. The TENANT must not use or allow the premises to be used for an illegal purpose.
b. The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

9. QUIET ENJOYMENT

a. The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.
b. The TENANT must ensure that all reasonable steps are taken to ensure that neighbours have their own quiet enjoyment of their property. The local Council will have a timetable of acceptable noise levels and times.

10. CONSENT TO COLLECT ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

The TENANT and LANDLORD **Consent** to the electronic service of notices and other documents in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000.**

11. RESIDENTIAL TENANCIES ACT 1997

Each party must comply with the **Residential Tenancies Act 1997.**
(NOTE: Reference should be made to the **Residential Tenancies Act 1997** for further rights and duties.)

Schedule of items or Special Conditions (See Attached)

ADDITIONAL TERMS

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in this section.
Any additional terms must also comply with the Unfair Contract Terms provisions in Part 2-3 of the **Australian Consumer Law (Victoria).**

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit www.consumer.vic.gov.au

*** Please read this important advice about writing:** in these additional terms the words "writing " means all ways of representing or reproducing words, figures or symbols in a visible form , unless a form prescribed by the Residential Tenancies Regulations 2008 must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

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12. Installing goods, making alterations, additions or renovations at the landlord's premises

12.1 You must ask the Landlord/Agent in *writing for permission before you install any goods, make any alterations or additions to, or carry out any renovations at the premises. If permission is granted you are to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask for permission for alterations, additions or renovations.

12.2 These are examples of things for which you need to ask for permission beforehand. The installation of: cabling, fasteners, adhesives, power points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above – ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, a sign, painting, tiling, paving, screenings, landscaping. This is not a complete list. It is provided to you as a guide only.

13. Other use of the premises

13.1 The tenant must use the premises primarily as their home. If the tenant want to use the premises for some ancillary purpose- for example, to provide a home office for their business – you must ask in * writing for permission beforehand. If permission is granted, the tenant is to comply with reasonable conditions and , before the tenancy ends, the tenant must also comply with section 64(2) of the Residential Tenancies Act 1997. The tenant cannot use an SMS message to ask for permission.

13.2 The tenant must ask in * writing for permission before entering into a licence agreement or part with occupation of the premises, or a part of the premises, to provide residential accommodation for a fee or other benefit.

14. Utility charges at the premises

14.1 The landlord is responsible for the costs and charges set out in section 53(1) and , if applicable, section 54 of the Residential Tenancies Act.

14.2 The tenant is responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997.
(The tenant can read sections 52, 53(1) and 54 of the Residential Tenancies Act 1997 on line at the Parliament of Victoria website http://www.parliament.vic.gov.au/ by going to " Legislation and Bills" the " Current Acts- Victoria Law Today" and following the prompts.)

14.3 If a service is disconnected or damaged because the landlord/managing agent or landlord's contractor is, at fault, the landlord will have the service re-connected or repaired at my cost.

14.4 If a service is disconnected or damaged because the tenant, or a person the tenant has on the premises is at fault, the tenant must have the service re-connected or repaired at their own cost

14.5 If the tenant disconnect a service or change the supplier of it, the tenant must pay the cost of having the service disconnected, another service connected or both.

15. Insurance

15.1 If the tenant is provided with a copy of the insurance policy for the premises the tenant will not do anything that may invalidate it or result in the insurance premium or excess being increased.

15.2 If the tenant, or a person the tenant has on the premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and the landlord makes a claim on the insurance and has to pay an excess on the claim, the tenant will reimburse the landlord for the excess paid.

15.3 The landlord's insurance policy does not cover the tenant's goods and personal belongings against theft, loss or damage. It is the tenant's responsibility to insure them.

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16. Light globes and fluorescent tubes

16.1 The tenant must replace all defective, damaged or broken light globes or fluorescent tubes and starters at the premises. If the tenant needs to use a ladder or other equipment in replacing a item mentioned, to avoid the possibility of falling, being injured or both, it is recommended you engage a tradesman to do the replacement.

17. Defects at the premises

17.1 When the tenant becomes aware of any defects at the premises that may injure someone or cause damage, the tenant must tell me the landlord/managing agent as soon as possible, preferably within 24 hours.

18. Damage to the premises

18.1 The tenant must take reasonable steps to prevent anyone the tenant has allowed to come on to the premises causing damage.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excess amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. It is provided as a guide only.

18.3 When the tenant becomes aware of a blockage or defect in the drainage, septic, sewerage or storm water systems at the premises, the tenant must tell the landlord/managing agent as soon as possible- preferably when the tenant becomes aware or within 24 hours.

18.4 If the tenant or anyone the tenant has allowed to come on to the premises, causes a blockage or defect in the drainage, septic, sewerage or storm water systems, the tenant must pay the landlord/agent the reasonable expenses incurred in having it rectified.

19. The tenant will indemnify the landlord/agent in certain circumstances if things go wrong at the premises

19.1 If the tenant or anyone the tenant has allowed to come on to the premises accidentally or deliberately causes damage, the tenant will indemnify the landlord/agent for the direct expense and loss incurred as a result.

19.2 If the tenant or anyone the tenant has allowed to come on to the premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, the tenant will indemnify the landlord/agent.

20. Smoke detectors and heaters at the premises

20.1 If the tenant becomes aware, or reasonably consider, a smoke detector or a heater at the premises is not, or may not be , in proper working order the tenant must tell the landlord/ managing agent as soon as possible, preferably within 24 hours.

20.2 If the landlord/managing agent or contractor, provide the tenant with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for the tenant's own safety it is advisable for the tenant to carry-out the test from time to time. If , when the tenant carry-out the test, a smoke detector does not make the sound, the tenant must tell the landlord/agent as soon as possible, preferably within 24 hours.

20.3 The tenant must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell the landlord/managing agent as soon as possible, preferably within 24 hours.

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21. Inflammable liquids, kerosene heaters and vehicle and boat servicing or repairs at the premises

21.1 The tenant must not bring onto, or store inflammable liquids, gases or automotive or machinery oils or lubricants at the premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottle gases. This is not a complete list. It is provided as a guide only.

21.3 The tenant must not service or repair a vehicle or boat, of any description, at the premises, except for routine, minor maintenance.

21.4 Routine , minor maintenance is limited to cleaning, checking and adjusting tyre pressures and check the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufactures' recommendations or not or repairs of any sort.

21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van , bus, tractor, agricultural or earth-moving equipment or machinery, motor cycle, motor trike, trailer. This is not a complete list. It is provided as a guide only.

22. Storage and removal of waste and rubbish

22.1 The tenant must store rubbish and waste in appropriate containers with close-fitting lids.

22.2 If a place is, or places are, provided for rubbish and waste containers, the tenant will keep them there.

22.3 The tenant will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

23. Hanging washing at the premises

23.1 If the tenant hangs washing or other articles in the open air, the tenant must use the clothes line provided, if any.

23.2 If the premises are next to, or near, common property, the tenant must only hang the washing in a way that complies with the owners' corporation rules.

24. Looking after the garden

24.1 If the premises have a garden, the tenant must look after it and keep it in the state it was in when the tenancy first began unless a gardener has been engaged to maintain the gardens and lawns by the landlord/managing agent.

24.2 These are examples of things the tenant may need to do in the garden: mow the grass; water, subject to water restrictions, as and when required; remove weeds; rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list of things you may need to do. It is provided as a guide only.

24.3 If the garden is watered by a watering system or by tank water or both, the tenant must avoid the system or tank(s) being damaged. If the tenant, or someone the tenant has allowed to be on the premises, cause damage to one or other or the both of them the tenant must repair or replace what is damaged at the tenant's expense. The tenant does not have to do so if landlord/ managing agent or contractor, caused the damage.

24.4 If the tenant becomes aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter, the must tell landlord/managing agent as soon as possible, preferably within 24 hours.

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25. Pets

25.1 Before the tenant may have a pet of any description at the premises the tenant must ask for permission in *writing and receive it from landlord/managing agent.

25.2 The landlord does not have to give permission, nor does the managing agent have to give the tenant permission. If permission is given, it may be on reasonable conditions.

25.3 If the tenant, or a person who resides with the tenant at the premises is, legally blind, the tenant does not have to ask for permission to have a trained guide dog at the premises.

26. Assignments, subletting, break lease or abandoning the premises

26.1 The tenant must not assign or sub-let the whole or any part of the premises (including Airbnb) without written consent. Consent must not be unreasonably withheld. Any change of a name to a lease by a tenant after the commencement date and signed leases exchanged, including bond transfers, incurs a $200 fee plus gst.

26.2 If the tenant assigns, breaks a lease or sublets the premises without obtaining written permission beforehand or abandons the premises, the tenant is liable for expenses/costs relating to reletting, including-

26.2 (a) Leasing fee of 5.5% inc gst of the annual rent;

26.2 (b) advertising or marketing expenses $350.00 inc gst;

26.2 (c) rental database checks on applicants as incurred;

26.2 (d) rent until such time as the tenancy agreement is assigned or cancelled or it expires, whichever happens first.

27. If the tenant intends to leave the premises when the tenancy ends

27.1 If the tenant intends to leave the premises at the end of the tenancy, the tenant needs to advise the landlord/managing agent, about their intention at least 28 days before the tenancy comes to an end.

27.2 The intention to leave must be by * written notice in a form which is not an SMS message.

27.3 The tenant must return all the keys and any key cards, remote controls and fobs or swipes to landlord/managing agent, when the tenant leaves the premises.

27.4 The tenant must continue to pay rent to landlord/managing agent, until and including the day the tenant returns all the keys and any key cards, remote controls and fobs or swipes giving access to the premises to landlord/managing agent. The tenant's obligation to continue to pay rent is subject to landlord/managing agent taking reasonable steps to reduce landlord's loss by attempting to relet the premises.

28. Remaining at the premises after the tenancy ends

28.1 If the tenant remains in occupation of the premises after the tenancy ends and the tenant does not enter into a fixed term tenancy, the tenant must tell the landlord/managing agent of their intention to leave specifying a date not less than 28 days after the day you tell landlord/ managing agent.

28.2 The tenant's intention to leave must be by giving * written notice in a form that is not an SMS message.

29. If landlord requires the premises when the tenancy ends

29.1 If the landlord requires the premises when the tenancy ends, the landlord/managing agent will advise the tenant in a *written form that is not an SMS message.

Tenant Acknowledgement

1. *Philippa Romaneix viewed and acknowledged at Mon, 20/01/2020 12:56 fromdevice: Windows 10 Other Chrome 78.0.3904*
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30. Changing the locks and alarm code at the premises

30.1 The tenant may change the locks at the premises.

30.2 If the tenant changes the locks, the tenant must give the landlord/managing agent, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.

30.3 The tenant may change the code of an alarm at the premises.

30.4 If the tenant changes the code, the tenant must tell the landlord/managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. The tenant cannot use an SMS message to advise of the new code.

31. 'To Let', 'auction' and 'for sale' signs at the premises

31.1 The tenant will allow the landlord/managing agent , to put up a 'To Let' sign on the premises during the final month of the tenancy. The landlord/managing agent, will have the sign positioned so as not to interfere with the tenant's use of the premises.

31.2 The tenant will allow the landlord/managing agent , to put up a 'Auction' or 'For Sale' sign on the premises during the tenancy. The landlord/managing agent, will have the sign positioned so as not to interfere with the tenant's use of the premises.

32. Owners corporation rules

32.1 If there is an owners' corporation for the premises, the landlord/managing agent will provide the tenant with the owners corporation details should the tenant wish to obtain a copy of the current rules.

32.2 The tenant must comply with the rules of the owners' corporation and any rules amending or superseding them, if the tenant is given a copy of the amending or superseding rules.

32.3 The tenant does not have to contribute to owners' corporation capital costs or other expenses payable by the landlord.

33. The tenant cannot use the bond to pay rent for premises

33.1 The tenant acknowledges the Residential Tenancies Act 1997 provides that the tenant may not refuse to pay rent on the ground that the tenant intends to regard the bond as rent paid for the premises.

33.2 The tenant also acknowledges the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing the rent

34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, the rent will not be increased beyond that set out in this agreement before the fixed term ends.

34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term the tenant will be given at least 60 days' notice of the increase. The notice given will be in the form prescribed for the purpose.

34.3 If this is a periodic residential tenancy agreement-

a. If landlord proposes to increase the rent; the tenant will be given at least 60 days' notice; and
b. The notice given will be in the form prescribed for the purpose.

35. Steam cleaning carpets

35.1 The tenant agrees to professionally steam clean the carpets upon vacating the property and to provide the agent with a receipt for this work. If the work is not carried out by a professional steam cleaning tradesman, the tenant agrees to the agent having this done and the cost being deducted from the bond.

Tenant Acknowledgement

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2. *TimRashleigh viewed and acknowledged at Thu, 30/01/2020 13:07 fromdevice: iOS 13.3 iPhone Chrome Mobile iOS 79.0.3945*

36. Receipt of condition report / statement of rights and duties

36.1 The tenant acknowledges before the tenant took occupation of the premises, the tenant received from landlord/managing agent-

a. one paperless copy of the condition report signed by landlord/managing agent; and
b. a written guide authorised and published by the Victorian Government, known as 'the red book', setting out the rights and duties as landlord and rights and duties as tenant.

37. Urgent repairs: Authorised $1800.00

Tenant Acknowledgement

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2. *TimRashleigh viewed and acknowledged at Thu, 30/01/2020 13:07 fromdevice: iOS 13.3 iPhone Chrome Mobile iOS 79.0.3945*

Management of Property
Privacy Act (Commonwealth) 1988
Collection Notice

The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicant's identity and to process and evaluate the application and to manage the tenancy if the Application is successful.

The personal information collected about the Applicant, may
be disclosed, by use of the internet or otherwise, to other parties including media organizations, the landlord, trades parties engaged to evaluate the property, bodies corporate, other agents, clients of the Agent both existing and potential, third party operators of tenancy reference databases, government and statutory bodies and other third parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Agent and / or landlord. Unless you advise the agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of Victoria Ltd (REIV) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIV can be viewed on its website **www.reiv.com.au**.

The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act.

If the Applicant would like to access this information, they can do so by contacting the Agent at the address and contact numbers contained in this Application or the REIV on (03) 9205 6666. The Applicant can also correct the information if it is inaccurate, incomplete or out of date.

If the information is not provided, the Agent may not be able to process the application.

38. Tenant(s) Signatures

Tenant 1: **Philippa Romaneix**



Signed at Mon, 20/01/2020 12:57 , from device: Windows 10 Other Chrome 78.0.3904

Tenant 2: **Tim Rashleigh**



Signed at Thu, 30/01/2020 13:08 , from device: iOS 13.3 iPhone Chrome Mobile iOS 79.0.3945

39. Landlord Signature

Landlord 1: **Anita Spadea**



Signed at Mon, 03/02/2020 16:45 , from device: Mac OS X 10.13.3 Other Safari 11.0.3

Landlord 2: **Michael Spadea**



Signed at Sat, 01/02/2020 11:12 , from device: Windows 10 Other Edge 18.17763

AUDIT TRAIL

Philippa Romaneix (Tenant)

Mon, 20/01/2020 12:52 - Philippa Romaneix clicked 'start' button to view the Residential Tenancy Agreement *(Windows 10 Other Chrome 78.0.3904, IP: 123.208.180.223)*

Mon, 20/01/2020 12:57 - Philippa Romaneix signed the Residential Tenancy Agreement *(Windows 10 Other Chrome 78.0.3904, IP: 123.208.180.223)*

Mon, 20/01/2020 12:57 - Philippa Romaneix submitted the Residential Tenancy Agreement *(Windows 10 Other Chrome 78.0.3904, IP: 123.208.180.223)*

Tim Rashleigh (Tenant)

Thu, 30/01/2020 13:07 - Tim Rashleigh clicked 'start' button to view the Residential Tenancy Agreement *(iOS 13.3 iPhone Chrome Mobile iOS 79.0.3945, IP: 1.143.57.102)*

Thu, 30/01/2020 13:08 - Tim Rashleigh signed the Residential Tenancy Agreement *(iOS 13.3 iPhone Chrome Mobile iOS 79.0.3945, IP: 1.143.57.102)*

Thu, 30/01/2020 13:08 - Tim Rashleigh submitted the Residential Tenancy Agreement *(iOS 13.3 iPhone*

Chrome Mobile iOS 79.0.3945, IP: 1.143.57.102)

Anita Spadea (Landlord)

Mon, 03/02/2020 13:31 - Anita Spadea clicked 'start' button to view the Residential Tenancy Agreement
Mon, 03/02/2020 16:45 - Anita Spadea clicked 'start' button to view the Residential Tenancy Agreement
Mon, 03/02/2020 16:45 - Anita Spadea signed the Residential Tenancy Agreement
Mon, 03/02/2020 16:45 - Anita Spadea submitted the Residential Tenancy Agreement

Michael Spadea (Landlord)

Sat, 01/02/2020 11:11 - Michael Spadea clicked 'start' button to view the Residential Tenancy Agreement
Sat, 01/02/2020 11:12 - Michael Spadea signed the Residential Tenancy Agreement
Sat, 01/02/2020 11:12 - Michael Spadea submitted the Residential Tenancy Agreement

Disclaimer

The contents of this document are of a general nature only and may not include provisions to deal with particular circumstances. If you have any concern as to the scope of this document you should obtain qualified experienced legal advice.

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