

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the Auction.
2. The Auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserved price.
4. As the auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permits vendor bids.
7. During the Auction, the Auctioneer will say, "VENDOR BID", when making bids on the vendor behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

SALE OF LAND REGULATIONS 2005
SCHEDULE 5
INFORMATION CONCERNING THE CONDUCT OF PUBLIC
AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor Bids

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

The Auctioneer can only make a vendor bid if-

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

What rules and conditions apply to the Auction?

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

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids –

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

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

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction?

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

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

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

What law applies?

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

INFORMATION ONLY

Contract of Sale

Property:

26 Kirwan Avenue, Lalor VIC 3075



JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: VT:17927

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*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

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

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

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:
..... on/...../2025

Print names(s) of person(s) signing:

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:
..... on/...../2025

Print names(s) of person(s) signing: TRENT DAVID RICHARDSON

State nature of authority, if applicable:

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

Table of contents

Particulars of Sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

Particulars of Sale

Vendor's estate agent

Name: Harcourt Rata & Co
Address: 1/337 Settlement Road, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: _____ Mob: _____ Fax: _____ Ref: MICHAEL CANANZI

Vendor

Name: TRENT DAVID RICHARDSON
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020
Email: info@jleconveyancing.com.au
Tel: 03 9363 2075 Mob: _____ Fax: _____ Ref: 17927

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 08878 Folio 025	25	LP 091009

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 26 Kirwan Avenue, Lalor VIC 3075

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

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

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

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 or occupancy permit is issued.

Lease (general condition 5.1)

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

subject to lease

If '**subject to lease**' then particulars of the lease are*:

- 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): NOT APPLICABLE AT AUCTION

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

Lender: _____
Loan amount: no more than _____ Approval _____

date: _____

Building report - NOT APPLICABLE AT AUCTION

- General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

- General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

Special condition 1 – Payment

General condition 14 is replaced with the following:

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 purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 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.
- 14.10 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.

Special condition 2 – Acceptance of title

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.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

- (a) the price includes GST; or
- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Electronic conveyancing

4.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

4.3 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*.

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

4.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

4.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

4.8 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.

4.9 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 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 Network Operator of settlement.

Special condition 5 – Condition of the Property

5.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

5.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

5.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

5.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

5.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 6 – Loan

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.

Special condition 7 - Plan of Subdivision

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 48 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.

Special condition 8 - Nomination

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.

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

Special condition 9 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.

Special condition 10 - Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to requestion, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

Special condition 11 - Re-sale Deed

- For the sale of this land to take effect, both the Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to the settlement date.
- The Re-Sale Deed will be obtained by the Vendor from the Developer's (Head Vendor's) solicitors.
- The Purchaser(s) acknowledge and agree that:
 - (a) any costs incurred by the Vendor in obtaining the Re-Sale Deed from the Developer's (Head Vendor's) solicitors will be adjusted at settlement; and
 - (b) the Purchaser(s) must execute the Re-Sale Deed and deliver the executed document(s) to the Vendor's conveyancer no later than seven (7) days prior to the settlement date.
- This Special Condition will only apply if a Re-Sale Deed is required by the Developer (Head Vendor) or their solicitors.

Special condition 12 - Builder Warranty Insurance/ Domestic Building Insurance

1. The buyers acknowledge this property does not have any builder warranty insurance for the built or renovations.

2. The buyer is agreeable to waive all his/her rights to request builder warranty insurance from the vendor.
3. The buyer agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to building warranty insurance.

Special condition 13 - No Warranty , representation or guarantee

1. The Vendor does not guarantee or make any representations about whether the work performed requires permits. The Purchaser acknowledges that it is solely their responsibility to determine whether permits or approvals are necessary for the work completed.
2. The Purchaser also acknowledges that the Vendor makes no representations or warranties concerning the compliance of the work with any legal or regulatory requirements, including but not limited to building codes, zoning laws, or safety standards.

Special condition 14 - Indemnity by Purchaser

The Purchaser agrees to indemnify and hold the Vendor harmless from any claims, costs, liabilities, or damages that may arise after settlement regarding the necessity of permits or warranty insurance for the work performed. This includes any costs the Purchaser incurs in obtaining permits or addressing any issues of non-compliance with legal or regulatory requirements.

1) The Purchaser will not have the right to:

- a. Claim any compensation, damages, or costs related to the work performed on the Property;
- b. Pursue any legal remedy against the Vendor for the performance of the work, including claims of breach of contract, misrepresentation, or any other legal action related to non-compliance (if any) with permit or regulatory requirements;
- c. Cancel or rescind this contract, in whole or in part, based on the Vendor's disclosure about the uncertainty of permit requirements for the work;
- d. Delay settlement due to any condition of the fixtures or fitting as the property is bought as is.

2) The Vendor is under no obligation to assist the Purchaser in obtaining permits, regulatory approvals, or insurance for any work performed on the Property prior to settlement, nor in rectifying any issues related to such work. The Purchaser agrees to cover all associated costs (if any).

The indemnity provisions in this agreement shall remain in effect after settlement and continue indefinitely, even after the transfer of the Property title to the Purchaser.

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
 - (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 7.4(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 1.14 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

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
 - 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
 - 13.10 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment 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 lodgment.
- 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 lodgment 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 lodgment 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.
- 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 lodgment 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 lodgment 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 lodgment 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.
-

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We, of
.....

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

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

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

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

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

this day of 2025

SIGNED by the said)

Print Name:)

.....

.....
Director (Sign)

in the presence of:)

Witness:)

.....

Vendor Statement

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

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

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

Land	26 KIRWAN AVENUE, LALOR VIC 3075
-------------	----------------------------------

Vendor's name	TRENT DAVID RICHARDSON	Date	/ /
Vendor's signature	_____		

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

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

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

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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 easements, covenants or other 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 within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

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

1. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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*.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

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.)

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 08878 FOLIO 025

Security no : 124130120480Y
Produced 21/11/2025 12:16 PM

LAND DESCRIPTION

Lot 25 on Plan of Subdivision 091009.
PARENT TITLE Volume 08864 Folio 385
Created by instrument LP091009 21/05/1971

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
TRENT DAVID RICHARDSON of 26 KIRWAN AVENUE LALOR VIC 3075
AU714937L 20/08/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU714938J 20/08/2021
WESTPAC BANKING CORPORATION

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 LP091009 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: 26 KIRWAN AVENUE LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK
Effective from 20/08/2021

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	LP091009
Number of Pages (excluding this cover sheet)	2
Document Assembled	21/11/2025 12:16

Copyright and disclaimer notice:

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

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

LP91009
EDITION
PARISH/TOWNSHIP/CHART 3/

APPROVED 12/3/71
COLOUR CONVERSION
BLUE = E-1
BROWN = R1
YELLOW = E-3
GREEN = E-4

2 SHEETS
SHEET 1

PLAN OF SUBDIVISION
PART OF CROWN PORTIONS 26 & 27
PARISH OF KEELBUNDORA
COUNTY OF BOURKE

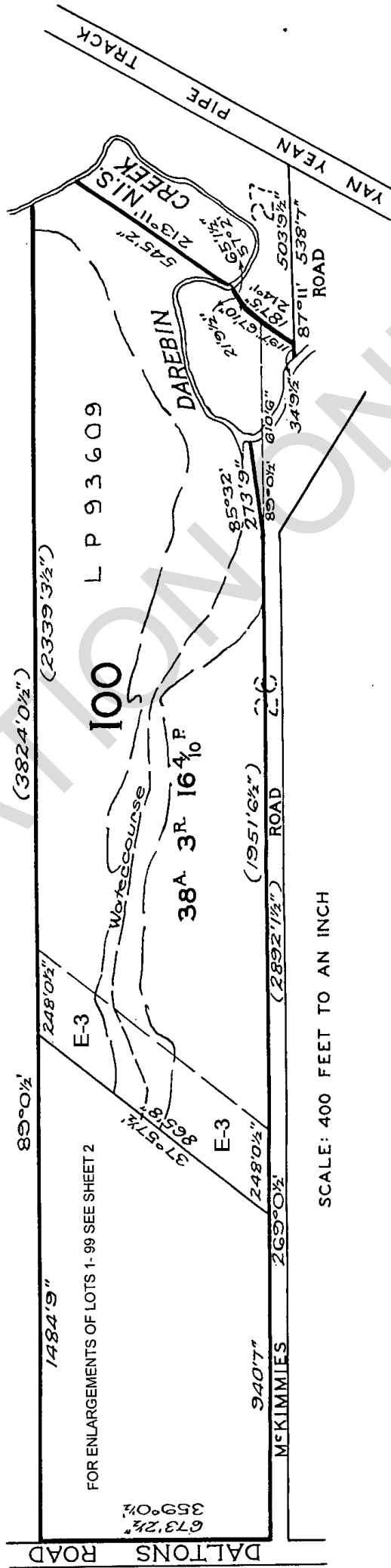
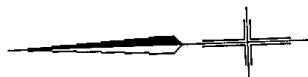
Encumbrance: The land coloured Yellow is encumbered. See Vol. 8864 Fol. 385
Appropriations: The lands coloured Blue are appropriated or set apart for easements of drainage and sewerage.
The lands coloured Green are appropriated or set apart for easements of way, drainage and sewerage.
Note: Lot 100 is not the result of this survey.
Reference Marks shown thus * are 3/4" diameter iron pipes 15" long.

Vol. 8864 - Fol. 385

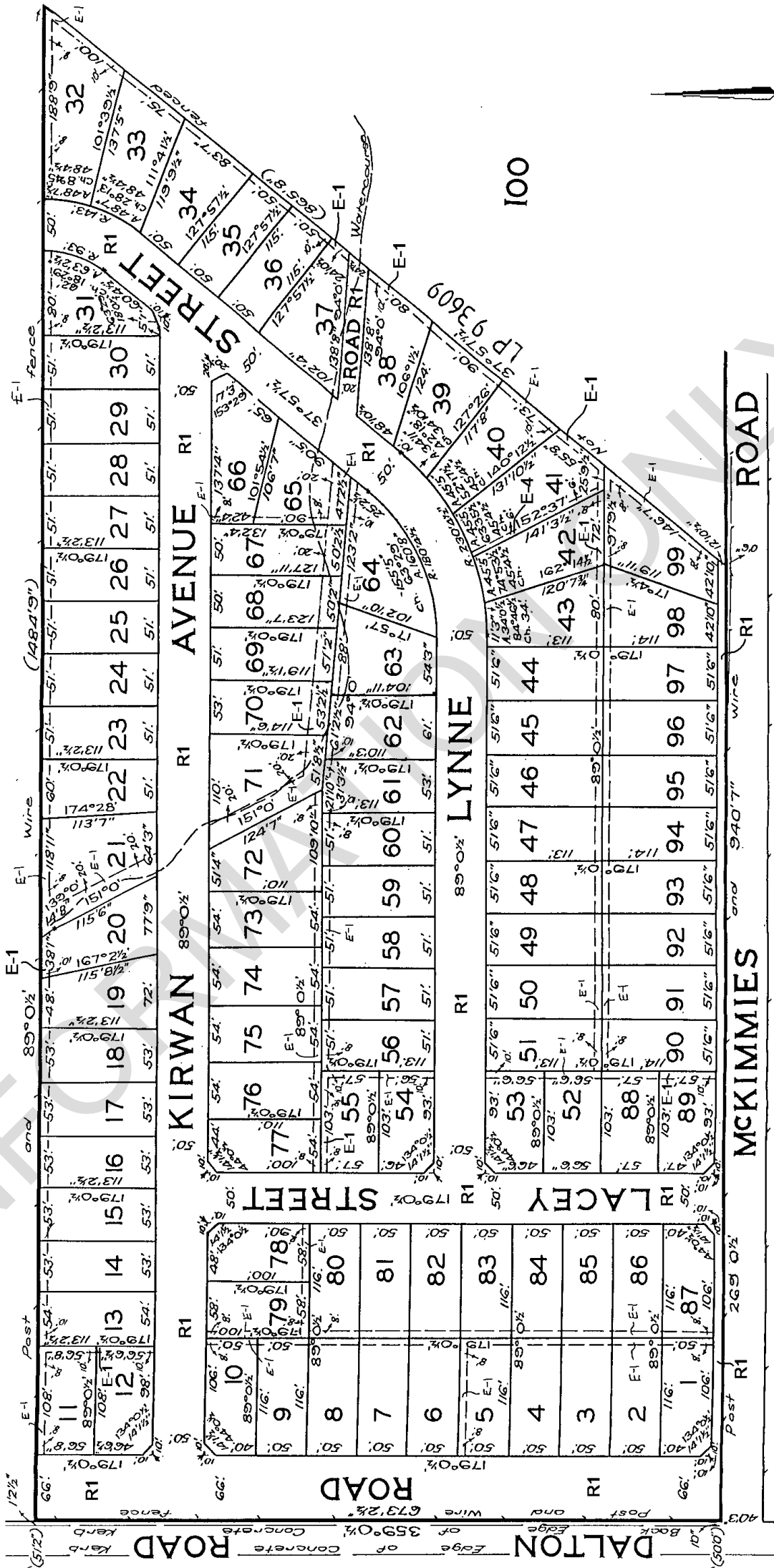
Measurements are in Feet & Inches

Conversion Factor

FEET X 0.3048 = METRES



SCALE: 400 FEET TO AN INCH



MCKIMMIES and 940.7' wire R1

ROAD

R1

wire

940.7'

R1

MCKIMMIES

and

940.7'

wire

R1

Post

R1

265.0'

(500')

100

LYNNE R1 89°02'

AVENUE R1 8

KIRWAN R1 89°02'

STREET R1

STREET R1

ROAD R1

ROAD R1

ROAD R1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

1/2"

(512)

(500')

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1

E-1


E-1

E-1

E-1



Assessment number: **0137174**

 To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: **06C8C8B4FG**

T D Richardson

Issue date: **05/08/2025**

Instalment 1

\$517.35

Due By 30/09/2025

* If full payment of the instalment 1 amount is not received by **30 September 2025**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2 **\$517.00**

Due By 30/11/2025

Instalment 3 **\$517.00**

Due By 28/02/2026

Instalment 4 **\$517.00**

Due By 31/05/2026

If you would prefer to pay via smaller, regular payments throughout the year, scan the FlexiPay QR code in the payments section below.

OR

Lump sum **\$2,068.35**

Due By 15/02/2026

Access free and discounted waste disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers to download your vouchers or call **9217 2170**.

Property Details 26 Kirwan Avenue LALOR VIC 3075

LOT 25 LP 91009

Owner: Richardson, Trent David

Ward: Lalor

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
\$430,000	\$600,000	\$30,000
Level of value date 01/01/2025	Valuation operative date 01/07/2025	
AVPCC 110 Detached Dwelling		

State Government Charges

ESVF Fixed charge (Res) 1 x 136.00	\$136.00
ESVF Variable Levy (Res) 600,000 x 0.00017300	\$103.80
Waste Landfill Levy Res/Rural 1 x 105.85	\$105.85


Please call 1300 819 033 for all questions about the Emergency Services & Volunteers Fund

Council Rates And Charges


General rate 30,000 x 0.04728680	\$1,418.60
Food/Green waste bin charge 1 x 95.30	\$95.30
Waste Service Charge (Res/Rural) 1 x 208.80	\$208.80
Total	\$2,068.35

Payments received after 5 Aug 2025 may not be included on this notice

How to pay

 whittlesea.vic.gov.au



 Phone **1300 301 185**



 Council Offices

See the back of this notice for opening hours and locations

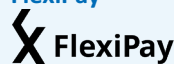
BPAY



Billers Code: 5157
Ref: 0137174

BPAY this payment via internet or phone banking

FlexiPay

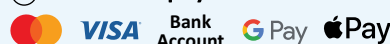


Set up your flexible payment options.



Scan the QR code or visit

 whittlesea-pay.enotices.com.au



Post Billpay



Billpay Code: 0350
Ref: 1371746

Pay in person at any post office:

 **131 816** or  postbillpay.com.au

Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.



*350 1371746



*350 1371746

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2025/26 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2025. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2026.

Payment plans

You can apply for an interest free payment plan at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Alternatively you can contact us about an interest free arrangement or payment plan, or a deferral by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Assessments with a current payment plan are not charged interest.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

Council has complied with the Victorian Government's rate cap of 3%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

17 June 2025

Emergency services and volunteers fund

Council must collect the Emergency Services and Volunteers Fund on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012* and section 20C of the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Bill 2025*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Emergency Services and Volunteers Fund purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence.

Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170.

Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as Farm Land, an application must be completed online between 1 February and 30 April. The application link can be found on Council's website whittlesea.vic.gov.au

You may also apply for a single farming enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2025 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Direct debit

You can set up a direct debit (annual, quarterly, monthly, fortnightly or weekly) at whittlesea-pay.enotices.com.au using the enotices reference on the front of this notice. Direct debits end by 31 May 2026

Accepted payment methods

The payment methods shown on the front of this notice are the only accepted payment methods.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Access free and discounted waste disposal vouchers through Council's website. Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04728680	\$1,418.60
Farm*	0.02837208	\$851.16

* Eligible ratepayers can apply for farm rate. Please see Council's website for details on how to apply.



**City of
Whittlesea**

South Morang
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm

Whittlesea
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)

Locked Bag 1, Bundoora MDC VIC 3083

info@whittlesea.vic.gov.au

whittlesea.vic.gov.au



**Free telephone
interpreter service**

131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill



Emailed to:
MR T RICHARDSON
26 KIRWAN AVE
LALOR VIC 3075

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 20 0699 7941
Invoice number 2000 9553 47739
Issue date 2 May 2025
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$191.01

Due date
23 May 2025

Summary

26 KIRWAN AVE, LALOR

Property Number **1233 756**, LOT 25 LP 91009

Product/Service

	Amount
Water Supply System Charge	\$20.64
Sewerage System Charge	\$118.19
Yarra Valley Water Total	\$138.83
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$30.44
Parks Charge	\$21.74
TOTAL (GST does not apply)	\$191.01

Payment summary

Last Account	\$188.91
Paid/Adjusted	-\$188.91
Balance	\$0.00
Total this Account	+\$191.01
Total Balance	\$191.01

No water usage has been charged on this account.



How to pay



*3042 200095534773 9



Direct debit

Sign up for Direct Debit at yvw.com.au/directdebit or call **1300 304 688**.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **200615021**



BPAY®

Bill code: **344366**
Ref: **200 6997 9411**



Centrelink

Use Centrelink to arrange regular deductions from your Centrelink payments.

Visit yvw.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au

Bill code: **3042**
Ref: **2000 9553 47739**



Credit Card

Online: yvw.com.au/paying
Phone: **1300 362 332**

MR T RICHARDSON

Account number	20 0699 7941
Invoice number	2000 9553 47739
Total due	\$191.01
Due date	23 May 2025
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.74.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

- **Water supply system charge**
1 April 2025 - 30 June 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 April 2025 - 30 June 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 April 2025 - 30 June 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**
1 April 2025 - 30 June 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

 Enquiries	1300 304 688	For language assistance
 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
 enquiry@yvw.com.au		廣東話 1300 921 362
 yvw.com.au		Ελληνικά 1300 931 364
 TTY Voice Calls	133 677	普通话 1300 927 363
 Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 29 Jul-5 Aug 2025

137B Owner Builder Defect Inspection Report



26 Kirwan Ave, Lalor VIC 3075



CREATED

🕒 11/20/2025, 3:32:13 PM GMT+11
👤 by admin NATIONAL BUILDING INSPECTIONS

UPDATED

🕒 11/20/2025, 3:37:55 PM GMT+11
👤 by admin NATIONAL BUILDING INSPECTIONS

Inspection Info

137B Owner Builder Defect Inspection Report

For Domestic Building work under Section 137B of the Building Act 1993. This visual inspection and report is current for 6 months from the date of inspection and only covers building work undertaken by the Owners as builders in the past 6 1/2 years.

Photos



Owner Name	Trent Richardson
Property Address	26 Kirwan Ave, Lalor VIC 3075
Date of Inspection	November 20, 2025
Time of Inspection	15:32
Date of Report	November 20, 2025
Weather	Fine and Dry
Building Inspector	Xiaoqiong Yang IN-L 100094

Signature

Signed 11/20/2025, 3:32:41 PM GMT+11

Telephone	0478615756
Email	info@nationalbuildinginspections.com.au
Website	www.nationalbuildinginspections.com.au

Building Permit	N/A
------------------------	-----

Building Documentation

Building Permit NO.	N/A
Building Permit Date	N/A
Final Inspection Date	N/A
Building surveyor	N/A
RBP NO.	N/A
Estimated age of Building Works	N/A

Building Details

Foundation/ Footing	Suspended
Floor without covering	Timber
Walls	Brick
Roof	Tile
Inspected Area	Kitchen, Laundry
Visible Defect	No Visible Defect

Inspection Result

Kitchen (1 Item)

Kitchen - 1. No visible defect

Appliances	No visible defect
Pantry	No visible defect
Floor	No visible defect
Walls	No visible defect
Ceiling/Lining	No visible defect
Sink and Tap	No visible defect
Painting	No visible defect
Benchtop	No visible defect
Comment	

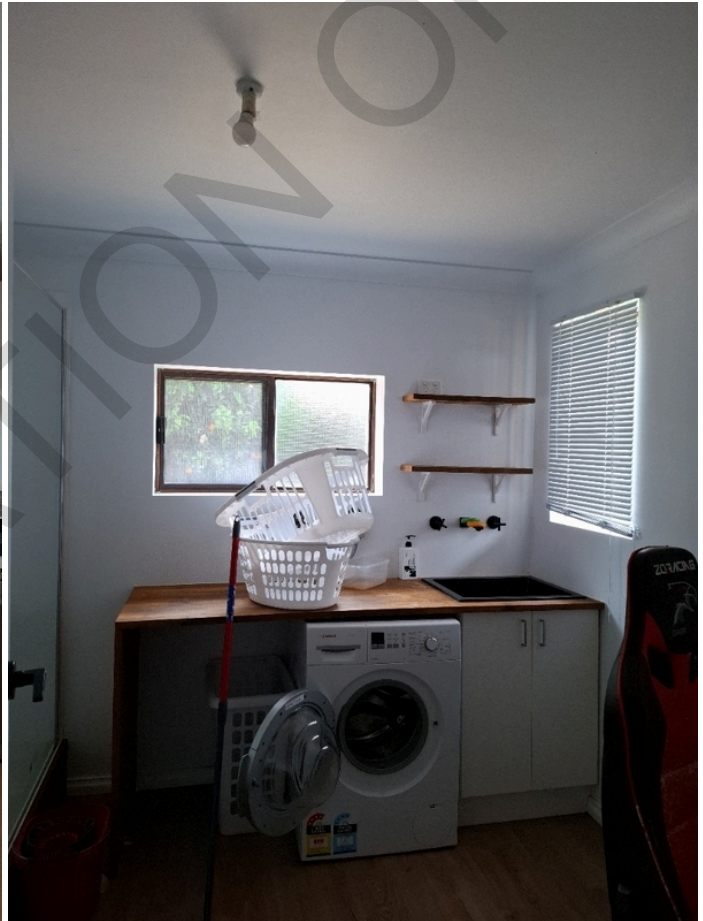
Laundry (1 Item)

Laundry - 1. No visible defect

Floor	No visible defect
Walls	No visible defect
Ceiling/Lining	No visible defect
Trough and Tap	No visible defect
Painting	No visible defect
Dampness	No visible defect
Comment	

Summary

Photos



Comments	
Overall Condition	Average
Standard of Workmanship	Average
Second hand Materials	Nil
Incomplete Building Works	Nil
Structural Defect	Nil. There are no visible structural defects noted throughout the inspected area/s of this dwelling.
Inaccessible Areas	Areas with storage, appliances and furniture.

Exclusions

• This is not a pre-purchase inspection report. • This report does not include a termite inspection and no checks for termite infestation has been undertaken. • Any part of the building structure, subfloor structure or frame whether woodwork or steel that is not exposed to the inspector who is present within the space at the time of inspection cannot form part of this report and therefore no liability can be accepted for any unseen defects. • No inspection in the subfloor or roof void, if applicable, is conducted at the time of the inspection. • An inspection of plumbing, drainage, electrical wiring, fixtures, fittings or appliances has not been held and is not covered by this report. • This inspection report is undertaken to comply with the requirements of Section 137B of the Building Act 1993 (Owner Builder Construction). • This is not a warranty or guarantee on any building works undertaken by the owner as builder.

INFORMATION ONLY

Enquiries: sro.vic.gov.au/contact
Customer No: 108823674
Assessment No: 75162455



26 APRIL 2024



7056605004001000001
TRENT DAVID RICHARDSON



Dear Customer

Why are we contacting you?

Our information shows you need to pay land tax in 2024 for land you own in Victoria. Land tax is an annual tax based on the total taxable value of all the land you own in Victoria, excluding exempt land such as your home. Land taxes contribute to essential services and infrastructure like roads, schools and hospitals.

Why are you receiving an assessment for the first time?

In 2023, the Victorian Government introduced a *COVID Debt Repayment Plan* including temporary changes to land tax. You can learn more about these changes at sro.vic.gov.au/repaymentplan

Our records show that the total site value of all the taxable land you owned in Victoria on 31 December 2023 is higher than the new tax-free threshold of \$50,000.

This may be due to purchasing land in the past calendar year, such as an investment property or holiday home, the removal of an existing exemption (for example you started renting out your principal place of residence), or the value of your non-exempt land has increased to be equal to or above the tax-free threshold.

What you need to do:

1

Register for My Land Tax

Go to sro.vic.gov.au/mylandtax or scan the QR code above.

You will need your customer and assessment numbers (found at the top of this letter) and your date of birth.

2

Log in to My Land Tax

Select **Manage Properties** to check all of the land you own is listed. **Ensure your home is listed as exempt.**

To apply for an exemption, select the exemption type from the drop-down menu and follow the prompts.

3

Pay your assessment

From the home screen, select **View and Pay Assessments**.

Select either pay in full or pay by instalments up to **38 weeks** via AutoPay.

For more information about land tax, including payment options, visit sro.vic.gov.au/first

Yours sincerely

Paul Broderick
Commissioner of State Revenue

ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia



English

You have received a land tax assessment for the first time in 2024 as our records indicate the total taxable value of all the Victorian land you owned on 31 December 2023 is higher than the new tax-free threshold of \$50,000.

For assistance understanding this letter, call the free Translating and Interpreting Service on **13 14 50**.

اللغة العربية

لقد استلمت تقييم ضريبة الأراضي للمرة الأولى في عام 2024 لأن ملفاتنا تُشير إلى أن القيمة الإجمالية للأراضي الخاضعة للضريبة في ولاية فيكتوريا والتي كنت تمتلكها بتاريخ 31 كانون الأول/ديسمبر 2023 هي أكبر من هي القيمة المعفية من الضرائب والتي هي 50 ألف دولار.

للحصول على مساعدة في فهم محتوى هذه الرسالة يُرجى الاتصال بخدمة الترجمة الخطية والشفهية المجانية على الرقم **13 14 50**.

简体中文

这是你第一次在2024年接到土地税核定通知，因为据我们所知，2023年12月31日这一天你在维多利亚州拥有的所有土地的应税总价值高于新的起征门槛\$50,000。

要寻求帮助理解本函内容，请拨免费翻译电话**13 14 50**。

繁體中文

這是你第一次在2024年接到土地稅核定通知，因為據我們所知，2023年12月31日當天你在維多利亞州擁有的所有土地的應稅總價值高於新的起征門檻\$50,000。

要尋求幫助了解本函內容，請撥免費翻譯電話**13 14 50**。

Filipino

Nakatanggap ka ng pagsusuri ng buwis sa lupa (land tax) sa unang pagkakataon noong 2024 dahil nakasaad sa aming mga rekord na ang kabuuang halaga ng buwis ng lahat ng lupain sa Victoria na pag-aari mo noong 31 Disyembre 2023 ay mas mataas kaysa sa bagong threshold na walang buwis (tax-free threshold) na \$50,000.

Para sa tulong sa pag-unawa sa liham na ito, tawagan ang libreng Serbisyo sa Pagsasalinwika at Pag-iinterpretar (Translating and Interpreting Service) sa **13 14 50**.

Ελληνικά

Λάβατε αξιολόγηση φόρου ιδιοκτησίας ακινήτων για πρώτη φορά το 2024, καθώς τα αρχεία μας δείχνουν ότι η συνολική φορολογητέα αξία όλης της γης που κατείχατε στη Βικτώρια στις 31 Δεκεμβρίου 2023 είναι υψηλότερη από το νέο αφορολόγητο όριο των \$50.000.

Για βοήθεια στην κατανόηση αυτής της επιστολής, καλέστε τη δωρεάν Υπηρεσία Μεταφραστών και Διερμηνέων στο **13 14 50**.

हिंदी

आपको 2024 में पहली बार भूमि कर निर्धारण प्राप्त हुआ है क्योंकि हमारे रिकॉर्ड दर्शाते हैं कि 31 दिसंबर 2023 को विक्टोरिया में आपके स्वामित्व की सभी भूमि का कुल कर-योग्य मूल्य \$50,000 की नई कर-मुक्त सीमा से अधिक है।

इस पत्र को समझने में सहायता के लिए निःशुल्क अनुवाद और दुभाषिया सेवा को **13 14 50** पर कॉल करें।

Italiano

Ha ricevuto un accertamento d'imposta fondiaria per la prima volta nel 2024 dato che secondo i nostri dati il valore imponibile totale di tutto il terreno sito in Victoria da Lei posseduto al 31 dicembre 2023 è più alto della nuova soglia di esenzione dall'imposta di 50.000\$.

Per assistenza nella comprensione di questa lettera, può chiamare il Servizio di traduzione e interpretariato gratuito al numero **13 14 50**.

ਪੰਜਾਬੀ

ਤੁਸੀਂ 2024 ਵਿੱਚ ਪਹਿਲੀ ਵਾਰ ਭੂਮੀ ਕਰ (ਲੈਂਡ ਟੈਕਸ) ਮੁਲਾਂਕਣ ਪ੍ਰਾਪਤ ਕੀਤਾ ਹੈ ਕਿਉਂਕਿ ਸਾਡੇ ਰਿਕਾਰਡ ਦਰਸਾਉਂਦੇ ਹਨ ਕਿ 31 ਦਸੰਬਰ 2023 ਨੂੰ ਤੁਹਾਡੀ ਮਾਲਕੀ ਵਾਲੀ ਸਾਰੀ ਵਿਕਟੋਰੀਆ ਵਿੱਚਲੀ ਜ਼ਮੀਨ ਦਾ ਕੁੱਲ ਕਰ-ਯੋਗ (ਟੈਕਸਯੋਗ) ਮੁੱਲ \$50,000 ਡਾਲਰ ਦੀ ਨਵੀਂ ਟੈਕਸ-ਮੁਕਤ ਸੀਮਾ ਤੋਂ ਵੱਧ ਹੈ।

ਇਸ ਪੱਤਰ ਨੂੰ ਸਮਝਣ ਵਿੱਚ ਸਹਾਇਤਾ ਵਾਸਤੇ, **13 14 50** 'ਤੇ ਮੁਫਤ ਅਨੁਵਾਦ ਅਤੇ ਦੁਭਾਸ਼ੀਆ ਸੇਵਾ ਨੂੰ ਫੋਨ ਕਰੋ।

සිංහල

ඔබට පළමු වරට ඉඩම් බදු තක්සේරුවක් ලැබී ඇත. ඊට හේතුව අපේ වාර්තා අනුව 2023 දෙසැම්බර් 31 වන දිනයේදී ඔබට අයිති සියලු වික්ටෝරියානු ඉඩම් වල බදු ගෙවිය යුතු මුළු වටිනාකම අලුත් බද්දෙන් නිදහස් \$50,000 සීමාවට වඩා වැඩි වීමයි.

මෙම ලිපිය තේරුම් ගැනීමට උපකාර සඳහා **13 14 50** ඔස්සේ, ගාස්තු අය නොකරන පරිවර්තන සහ භාෂණ පරිවර්තන සේවය අමතන්න.

Tiếng Việt

Quý vị nhận được bản đánh giá thuế đất lần đầu tiên vào năm 2024 vì hồ sơ của chúng tôi cho thấy tổng giá trị tính thuế của tất cả đất đai ở Victoria mà quý vị sở hữu đến ngày 31 tháng 12 năm 2023 là cao hơn ngưỡng miễn thuế mới là 50.000 đô la.

Để được hỗ trợ hiểu lá thư này, hãy gọi tới Dịch vụ Biên dịch và Thông dịch miễn phí theo số **13 14 50**.

2024 Land Tax Assessment Notice

STATE
REVENUE
OFFICE
VICTORIA

ABN 76 775 195 331



7056605004001000001
TRENT DAVID RICHARDSON

COLENS

CUSTOMER NUMBER
QUOTE IF YOU CONTACT US **108823674**

ASSESSMENT NUMBER
THIS CHANGES EVERY YEAR **75162455**

ISSUE DATE **26 APR 2024**

TOTAL PAYABLE **\$1,890.00**

INTEREST IS CHARGED ON LATE PAYMENTS

TWO WAYS TO PAY

1 IN FULL

PAY BY **6 SEP 2024**

See payment methods listed at the bottom of your assessment.

2 INSTALMENTS

SET UP BY **24 MAY 2024**

Instalments can only be set up in our online system **AutoPay** — allowing you to schedule interest-free direct debit payments for up to 38-weeks from the issue date via a debit card, credit card or bank account.

Choose from the following options:

4 EQUAL
INSTALMENTS



MONTHLY
INSTALMENTS



FORTNIGHTLY
INSTALMENTS



sro.vic.gov.au/autopay

Paying land tax for the first time?

If you own property but you don't live in it, this may be the first time you'll be paying land tax. Find out more at

sro.vic.gov.au/first



Paul Broderick
Commissioner of State Revenue

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

BPAY®



Billers Code: 5249
REF: 75162455

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: 108823674
REF: 75162455

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

\$1,890.00

Pay in-store

Take this notice to any Australia Post.
State Revenue Office (VIC) payment



*382 400 0075162455 4

Summary of assessment

Assessment number: **75162455**

Period of assessment: **1 January 2024 to 31 December 2024**

Land tax applies to land you owned on **31 December 2023**.

2024 calculation

Total taxable value	\$480,000.00
Total calculation of land tax*	\$1,890.00
2024 tax payable	\$1,890.00

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

*Land tax rates have increased this year as part of the Victorian Government's *COVID Debt Repayment Plan*.

Go to sro.vic.gov.au/repaymentplan

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:

- address
- contact details
- claim or remove an exemption
- add or remove land you own

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.

REGISTER ONLINE NOW

Manage your land tax online:

- view and pay assessments
- apply for exemptions
- update property ownership

sro.vic.gov.au/mylandtaxregister

Statement of lands for period 1 January 2024 to 31 December 2024

Assessment number: 75162455
Level of value date: 1 January 2023

Lands owned as at midnight 31 December 2023 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax [†]	Proportional tax ^{††}	Taxable value
1					
2	26 KIRWAN AVE, LALOR, 3075 WHITTLESEA	013809075 25 L91009	\$1,680.00	\$1,614.38	\$410,000
Total taxable value					\$480,000

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

Explanation of codes (for details, go to sro.vic.gov.au/codes)

[†]SINGLE HOLDING TAX

^{††}PROPORTIONAL TAX

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.

INFORMATION ONLY

Residential Rental Agreement

26 Kirwan Avenue Lalor Vic Australia 3075

Nelson Alexander

281-283 Broadway, Reservoir, VIC 3073

03 9469 1000

William Kuzu

wkuzu@nelsonalexander.com.au

INFORMATION ONLY

R.C. DB WK

Residential Rental Agreement

Residential Tenancies Act 1997

General

1. Agreement

This **Agreement** is made between the **Rental Provider** who has appointed **Nelson Alexander** as its agent and the **Renter**.

2. Premises and Rent

The **Rental Provider** lets the **Premises** to the **Renter** for the **Rental** of which the first instalment is payable on the **Commencement Date** and payable by the **Renter** to **Nelson Alexander**.

3. Bond

The **Renter** shall pay a **Bond** to **Nelson Alexander** on or before the signing of this **Agreement**. Unless the **Rental** is greater than \$900.00 per week the maximum **Bond** is one month's rent. In some cases the **Rental Provider** may ask the Victorian Civil and Administrative Tribunal ("**VCAT**") to increase this limit.

In accord with the *Residential Tenancies Act 1997* the **Rental Provider** must lodge the **Bond** with the Residential Tenancies Bond Authority ("**RTBA**") within 10 business days of receiving the **Bond**. The **RTBA** will send the **Renter** a receipt for the **Bond**. If the **Renter** does not receive a receipt within 15 business days from when the **Bond** was paid the **Renter** may:

- 3.1. email the **RTBA** at rtba@justice.vic.gov.au; or
- 3.2. call the **RTBA** on 1300 137 164.

4. Fixed Term Tenancy

The term of this **Agreement** shall be from the **Commencement Date** and ending on the **Expiry Date** and unless the **Agreement** terminates in accord with the *Residential Tenancies Act 1997*, this **Agreement** will continue as a periodic tenancy.

5. Condition of the Premises

The **Rental Provider** must –

- 5.1. ensure that the **Premises** are maintained in good repair; and
- 5.2. if the **Rental Provider** owns or controls the common areas relating to the **Premises**, take reasonable steps so that the common areas are maintained in good repair.

6. Damage to the Premises

- 6.1. The **Renter** must take care to avoid damaging the **Premises**
- 6.2. The **Renter** must take reasonable care to avoid damaging the **Premises** and any common areas.

6.3. The **Renter** who becomes aware of damage to the **Premises** must give notice to **Nelson Alexander** of any damage to the **Premises** as soon as practicable.

7. Cleanliness of the Premises

7.1. The **Rental Provider** must ensure that the **Premises** are in a reasonably clean condition on the day on which it is agreed that the **Renter** is to enter into occupation of the **Premises**.

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

8. Use of the Premises

8.1. The **Renter** must not use or allow the **Premises** to be used for any illegal purpose.

8.2. The **Renter** 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

The **Rental Provider** must take all reasonable steps so that the **Renter** has quiet enjoyment of the **Premises**.

10. Transfer of Lease or Subletting

10.1. The **Renter** must not transfer or sublet the whole or any part of the **Premises** without the written consent of the **Rental Provider**. The consent of the **Rental Provider** must not be unreasonably withheld.

10.2. The **Rental Provider** must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Rental Provider** in relation to the preparation of a written transfer of this **Agreement**.

11. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997*. Reference should be made to the **Act** for further rights and duties. Additional terms which do not take away the rights and duties included in the **Act** may be set out in this Section. Any additional terms must also comply with the Unfair Contract Terms under the Australian Consumer Law. Contact Consumer Affairs Victoria on 1300 558 181 for further information.

COMMENCING THE TENANCY

12. Residential Tenancy Database

In accord with Section 439 of the **Act** **Nelson Alexander** will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by **Nelson Alexander**. Provision of this information incurs a fee of \$30.00 plus GST per person.

13. Rental Provider Obligations

13.1. The **Rental Provider** may issue a notice to vacate in accord with the **Act** during the term of this **Agreement** and the **Renter** must vacate the **Premises** at the expiration of the notice period given in the notice to vacate.

13.2. The **Rental Provider** or **Nelson Alexander** may during the last month of the term of this **Agreement** place a "to let" notice on the **Premises**. The **Rental Provider** or **Nelson Alexander** may put on the **Premises** a notice or notices "for sale" or "auction" at any time during the term of this **Agreement**.

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

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

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

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

14. Availability of Premises

Nelson Alexander will use its best endeavours so that the **Premises** are available on the **Commencement Date**. The **Renter** acknowledges that if the **Premises** are not available on the **Commencement Date** the **Renter** will not make any claim against the **Rental Provider** or **Nelson Alexander**.

15. Payment of Services

The **Renter** shall pay all charges in respect of the connection and consumption of water, electricity, gas, oil and telephone where the **Premises** is separately metered for these services as stipulated in the **Act**.

15.1. The **Renter** acknowledges that it is the responsibility of the **Renter** to arrange connection of services and power. It is the **Renter's** responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the **Rental Provider** or **Nelson Alexander** should the power not be connected at the commencement of this **Agreement**.

15.2. The **Renter** acknowledges that all arrangements for connection of a telephone line or national broadband network ("**NBN**") connection to the **Premises** shall be at the cost of the **Renter**. The **Renter** must check with any preferred provider of telecommunication services before signing this **Agreement** to confirm the status and availability of a telephone line or **NBN** connection if the **NBN** is not yet connected.

16. Contents Insurance

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

17. Use of Premises

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

18. No Representations

The **Renter** acknowledges that no promise, representation, warranty or undertaking has been given by the **Rental Provider** or **Nelson Alexander** in relation to the suitability of the **Premises** for the purposes of the **Renter** otherwise than as provided in this **Agreement**.

19. Condition Report

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

19.2. The **Renter** acknowledges having received before entering into occupation of the **Premises** two copies of the **Condition Report** signed by or on behalf of the **Rental Provider** as well as a written statement setting out the rights and duties of the **Rental Provider** and **Renter** under a tenancy agreement ("[Renting a Home – A Guide for Tenants](#)"). The **Renter** acknowledges that the **Condition Report** provided at the commencement of the tenancy must be signed and returned to **Nelson Alexander** within 5 business days after entering into occupation of the **Premises**. If the **Condition Report** is not returned, the copy held by **Nelson Alexander** will be accepted as conclusive evidence of the state of repair or general condition of the **Premises**, at the commencement of this **Agreement**.

20. No Promise of Renewal

The **Renter** acknowledges that no promise, representation or warranty has been given by the **Rental Provider** or **Nelson Alexander** in relation to any further renewal of this **Agreement** other than as specified in the

Schedule.

21. Landlord Termination

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

22. Lost Keys

The **Renter** is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. **Nelson Alexander** does not guarantee that it holds a spare set of keys to the **Premises** at its offices.

23. Extra Keys

The **Renter** acknowledges that should the **Renter** wish to order any extra key, auto remote control or other access device for the **Premises** it will be at the expense of the **Renter**. The **Renter** acknowledges that copies of all keys/auto remote controls and access devices must be returned to **Nelson Alexander** at the end of the tenancy without reimbursement.

24. Owners Corporation

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

25. Floor Protection

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

DURING THE TENANCY

26. Electrical Safety Checks

26.1. The Rental Provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by the **Rental Provider** in the **Premises** is conducted every 2 years by a licensed or registered electrician and must provide to the **Renter** in writing the date of the most recent safety check on request by the **Renter**.

26.2. If an electrical safety check of the **Premises** has not been conducted within the last 2 years at the time the **Renter** first occupies the **Premises** the **Rental Provider** must arrange for an electrical safety check as soon as practicable.

27. Gas Safety Activities

These safety related activities only apply if the **Premises** contain any appliances, fixtures or fittings which use or supply gas:

27.1. The **Rental Provider** must ensure that a gas safety check of all gas installations and fittings in the rented **Premises** is conducted every 2 years by a licensed or registered gas fitter and must provide in writing to the **Renter** the date of the most recent safety check on request by the **Renter**.

27.2. If a gas safety check has not been conducted within the last 2 years at the time the **Renter** first occupies the **Premises** the **Rental Provider** must arrange for a gas safety check as soon as practicable.

28. Smoke Alarm Safety Activities

28.1. The **Rental Provider** must ensure that:

28.1.1. any smoke alarm is correctly installed and in working condition; and

28.1.2. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and

28.1.3. the batteries in each smoke alarm are replaced as required.

28.2. The **Rental Provider** must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the **Rental Provider** is notified by the **Renter** that it is not in working order.

28.3. On or before the commencement of this **Agreement** the **Rental Provider** must provide the **Renter** with the following information in writing:

28.3.1. information about how each smoke alarm in the **Premises** operates;

28.3.2. information about how to test each smoke alarm in the **Premises**;

28.3.3. information about the **Renter's** obligations not to tamper with any smoke alarm and to report if a smoke alarm in the **Premises** is not in working order.

28.4. The **Renter** must give written notice to the **Rental Provider** as soon as practicable after becoming aware that a smoke alarm in the **Premises** is not in working order.

29. Swimming Pool Barrier Safety Activities

These safety related activities only apply if the **Premises** contain a swimming pool:

29.1. the **Rental Provider** must ensure that the swimming pool barrier is maintained in good repair;

29.2. the **Renter** must give written notice to the **Rental Provider** as soon as practicable after becoming aware that the swimming pool barrier is not in working order;

29.3. the **Rental Provider** must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if the **Rental Provider** is notified by the **Renter** that it is not in working order;

29.4. the **Rental Provider** must provide the **Renter** with a copy of the most recent Certificate of Swimming Pool Barrier Compliance issued under the *Building Act 1993* on the request of the **Renter**.

30. Relocatable Swimming Pool Safety Activities

These safety related activities only apply if a relocatable swimming pool is erected or is intended to be erected at the **Premises**:

30.1. the **Renter** must not erect a relocatable swimming pool without giving written notice to the **Rental Provider** before erecting the pool;

30.2. the **Renter** must obtain any necessary approvals before erecting a relocatable swimming pool.

This safety related activity only applies to swimming pools or spas that hold water deeper than 300mm.

31. Bush Fire Prone Area Activities

This safety related activity only applies if the **Premises** are in a bushfire prone area and are required to have a water tank for bush fire safety.

31.1. if the **Premises** are in a designated bush fire prone area under Section 192A of the *Building Act 1993* and a water tank is required for fire fighting purposes the **Rental Provider** must ensure the water tank and any connected infrastructure is maintained in good repair as required;

31.2. the water tank must be full and clean at the commencement of this **Agreement**.

32. Changing Locks

The **Renter** may change any lock security alarm code and/or other security device at the **Premises**. If the **Renter** changes any lock security alarm code and/or other security device, the **Renter** must give the **Rental Provider** or **Nelson Alexander** a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

33. Comply with Insurance

Subject to the **Renter** having been provided with a copy of any insurance policy maintained by the **Rental Provider**, the **Renter** must not knowingly do or allow anything to be done at the **Premises** that may invalidate any insurance policy or result in the premium being increased above the normal rate.

34. No Invalidating Insurance

The **Renter** shall not do or allow anything to be done which would invalidate any insurance policy on the **Premises** or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the **Premises**.

35. Additional Insurance Premium

The **Renter** agrees to pay to the **Rental Provider** within 14 days any additional premium charged to the **Rental Provider** by any insurance company as a result of any accidental or malicious breakage of items including (but not limited to) any glass, toilet bowl or wash basin in the **Premises** where the damage has been caused by the **Renter**, or by anyone at the **Premises** with the consent of the **Renter**.

36. Protection Against Damage

The **Renter** must take reasonable measures so that anyone that the **Renter** has allowed or permitted to be at the **Premises** does not cause damage to the **Premises**. This obligation shall not extend to the **Rental Provider** or **Nelson Alexander** or their respective contractors.

37. Loss or Damage

The **Rental Provider** shall not be liable to the **Renter** or anyone at the **Premises** for any loss or damage caused by the failure of the **Renter** to avoid damage to the **Premises** by the **Renter** or anyone at the **Premises** with the consent of the **Renter**.

38. Injury and Damage

The **Rental Provider** shall not be liable to the **Renter** or anyone at the **Premises** for any liability in respect of injury or damage to the **Renter** or to any third party or property arising from any conduct, act or omission by the **Renter**, or any servant, agent and/or invitee of the **Renter** including (but not limited to) any guest visiting the **Premises** on any short term letting of any part of the **Premises**.

39. Shared Services

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

40. No Servicing Vehicles

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

41. Report Damage or Injury

The **Renter** shall notify **Nelson Alexander** immediately on becoming aware of any damage to or defects in the **Premises** whether or not it might injure a person or cause damage to the **Premises**.

42. Notify Blockages

The **Renter** must as soon as practicable notify the **Rental Provider** or **Nelson Alexander** of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed

down the sewerage septic storm water or drainage systems. The **Renter** must pay the **Rental Provider** all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the **Renter** or a person that the **Renter** has allowed or permitted to be at the **Premises**. This obligation shall not extend to any defect or blockage caused by the **Rental Provider** or **Nelson Alexander** or their respective contractors.

43. No Alterations

The **Renter** shall not paint or affix any sign or any antenna or cabling onto the **Premises** or affix any nail, screw, fastening or adhesive to the interior/exterior of the **Premises** without the prior written consent of the **Rental Provider**. The consent of the **Rental Provider** will not be unreasonably withheld. The consent of the **Rental Provider** may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The **Rental Provider** may require the **Renter** to remove such items affixed and make good any damage caused by such removal.

44. Rubbish

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

45. Pests

The **Renter** will be responsible for the extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the **Premises** while the **Renter** is in possession of the **Premises**.

46. Hanging Clothes

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

47. Replace Light Globes

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

48. Pilot Lights

The **Renter** shall be responsible for checking and relighting any pilot light on any gas appliance including (but not limited to) any gas hot water system, gas heating unit and gas oven before reporting any fault to **Nelson Alexander**. If a tradesperson is sent by **Nelson Alexander** on behalf of the **Rental Provider** to relight a pilot light the **Tenant** shall be liable for all costs unless the relighting is due to a fault with the gas appliance.

49. Check Smoke Detectors

The **Renter** must check each smoke detector in the **Premises** on a regular basis to ensure it is fully operational and to replace the battery with a battery of a similar type in each smoke detector on an annual basis or as required in between any servicing. The **Renter** must immediately notify **Nelson Alexander** of any faulty smoke detector or replace the batteries immediately if required. The **Renter** acknowledges that such checks are essential for the safety of the **Renter** and the security of the **Premises**.

50. Smoke Free Zone

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

51. Payment of Rental

All payments of **Rental** shall be made without demand by or on behalf of the **Rental Provider** and on time. No part payment will be accepted. The **Renter** acknowledges that cash will not be accepted as payment of **Rental**.

All payments of **Rental** are to be made by the method in Item 7 of the **Schedule** to this **Agreement** or as notified in writing by **Nelson Alexander** from time to time. Any dishonour fees will be recovered from the **Renter**. Any costs incurred by **Nelson Alexander** to retrieve **Rental** arrears shall be met by the **Renter**. The **Renter** shall be responsible for any bank charges due to dishonoured cheques. Once a cheque has been "referred to drawer" any further **Rental** payments must be made by cash bank cheque or electronic funds transfer (as directed by the **Rental Provider** or **Nelson Alexander**). No further personal cheque will be accepted in payment of **Rental**.

52. Fees and Changes

If the **Renter** fails to make a payment under the terms of this Agreement on or before the due date for payment and the **Rental Provider** or **Nelson Alexander** incurs fees and/or charges as a consequence of that failure, the **Renter** must reimburse the **Rental Provider** and/or **Nelson Alexander** the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the **Rental Provider** and/or **Nelson Alexander** to an authorised deposit taking institution, financier, service provider or contractor.

53. Rental Increase

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

54. Maintain Garden

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

55. Watering Garden

If any garden is watered by a watering system and/or via any tank water, the **Renter** must maintain the system and/or tank in the state of repair and condition it was in at the start of this **Agreement** (fair wear and tear excepted). The **Renter** is not required to repair damage to the watering system caused by the **Rental Provider**, **Nelson Alexander** or their contractors.

56. Rental Provider Repairs

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

56.2. The **Rental Provider** must ensure that the **Premises** are provided and maintained in good repair. If there is a need for an urgent repair the **Renter** must notify **Nelson Alexander** in writing.

57. Urgent Repairs

The **Renter** acknowledges that **Nelson Alexander** is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the **Renter** agrees to use all reasonable efforts to contact **Nelson Alexander** during business hours or after hours information service or **Nelson Alexander** approved after hours emergency tradespeople before any urgent repairs are completed. The **Renter** acknowledges having received the **Nelson Alexander** Emergency Repair Details which is to be used in the event of an emergency only.

58. Vehicle Parking

The **Renter** shall not park or allow any vehicle to be parked on the **Premises** or in any garage facilities made

available for use by the **Renter** as part of this **Agreement** which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the **Premises** unless any dedicated visitor parking is provided by the **Rental Provider** or any owners corporation. The **Renter** acknowledges that if the **Premises** are advertised without any off-street parking being made available, it shall be the responsibility of the **Renter** to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the **Premises** and/or otherwise make independent arrangements for the parking of any motor vehicle.

59. Pets

The **Renter** must not keep any animal, bird, or other pet at the **Premises** without first obtaining the written permission of the **Rental Provider** or **Nelson Alexander**. Permission will not be unreasonably withheld. In giving permission, the **Rental Provider** or **Nelson Alexander** may impose reasonable conditions. It is not unreasonable for the **Rental Provider** or **Nelson Alexander** to withhold permission if the rules of an owners corporation prohibit pets being on common property or kept on the **Premises**. If an occupant of the **Premises** is blind, permission will not be required for the occupant to have a trained guide dog at the **Premises** (unless permission must be obtained from an owners corporation).

60. Pools and Water Features

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

61. Rental Provider Entry

The **Rental Provider** or **Nelson Alexander** has the right to enter the **Premises** with the relevant written notice to

the **Renter**, in order to:

- Carry out duties specified in this **Agreement**, or the **Act** or any other legislation or law. (Notice Period – 24 Hours)
- Value the **Premises** or any property of which the **Premises** form part. (Notice Period - 7 days)
- Show prospective buyers or financial lenders through the **Premises**. (Notice Period - 48 hours)
- Show prospective new renters through the **Premises** (within 21 days of the termination of the tenancy). (Notice Period - 48 hours)
- Verify a reasonable belief that the **Renter** or any occupier may not have met any duties as a renter of the **Premises**. (Notice Period - 24 hours)
- Make one general inspection in any 6 month period, but not within the first 3 months of the tenancy. (Notice Period - 7 days)
- Family violence proceedings in VCAT. (Notice Period 24 hours)

62. Assignment and Sub-Letting

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

62.1. The **Renter** must as soon as practicable notify the **Rental Provider** or **Nelson Alexander** in writing and comply with clause 10 of this **Agreement**.

62.2. If the **Renter** transfers the tenancy or sub-lets any part of the **Premises** contrary to clause 10 of this **Agreement**, or if the **Renter** abandons the **Premises** or cancels the tenancy, the **Renter** may be required to reimburse the reletting expenses of the **Rental Provider** including (but not limited to) –

62.2.1 A pro-rata letting fee;

62.2.2 Advertising or marketing expenses incurred;

62.2.3 **Rental** data base checks on applicants;

62.2.4 **Rental** on the **Premises** until the first to occur of the lease being assigned or cancelled or expiry of the tenancy.

62.3. The **Renter** acknowledges that the **Renter** will be required to reimburse the **Rental Provider** or **Nelson Alexander** for any cost or charge incurred in preparing a written transfer of this **Agreement** in accord with the fees within the **Rental Provider's** appointment of **Nelson Alexander** as agent to manage the **Premises**.

62.4. The obligation of the **Renter** to pay the reletting expenses of the **Rental Provider** is subject to the **Rental Provider** taking reasonable steps to mitigate any loss arising from default by the **Renter**.

RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of **Renters** and **Rental Providers** under the **Act**. For more information visit www.consumer.vic.gov.au/renting. The provisions of this **Agreement** must be read subject to the specific rights conferred and obligations imposed by the **Act**.

63. Use of the Premises

The **Renter**:

63.1. is entitled to quiet enjoyment of the **Premises**. The **Rental Provider** may only enter the **Premises** in accord with the **Act**; and

63.2. must not use the **Premises** for illegal purposes; and

63.3. must not cause a nuisance or interfere with the reasonable peace comfort or privacy of neighbours; and

63.4. must avoid damaging the **Premises** and common areas. Common areas include hallways driveways gardens and stairwells. Where damage occurs the **Renter** must notify the **Rental Provider** in writing; and

63.5. must keep the **Premises** reasonably clean.

64. Condition of the Premises

The **Rental Provider**:

64.1. must ensure that the **Premises** comply with the **Rental** Minimum Standards and is vacant and reasonably clean when the **Renter** moves into the **Premises**; and

64.2. must maintain the **Premises** in good repair and in a fit condition for occupation; and

64.3. agrees to do all the safety related maintenance and repair activities incorporated in this **Agreement**. The **Renter** must follow all safety related activities incorporated in this **Agreement** and not remove deactivate or otherwise interfere with the operation of prescribed safety devices at the **Premises**.

65. Modifications

Subject to the further provisions of this **Agreement** the **Renter**:

65.1. may make some modifications without seeking the consent of the **Rental Provider**. These modifications are listed on the Consumer Affairs Victoria website; and

65.2. must seek the consent of the **Rental Provider** before installing any other fixtures or additions; and

65.3. may apply to **VCAT** if the **Renter** believes that the **Rental Provider** has unreasonably refused consent for a modification mentioned in the **Act**; and

65.4. at the end of the **Agreement** must restore the **Premises** to the condition they were in before the **Renter** moved into the **Premises** (excluding fair wear and tear). This includes removing all modifications unless the parties agree that they do not need to be removed. The **Rental Provider** must not unreasonably refuse consent for the specified modifications. A list of the modifications that the **Rental Provider** cannot unreasonably refuse consent is available on the Consumer Affairs Victoria website.

66. Locks

The **Rental Provider** must ensure the **Premises**:

66.1. have locks to secure all windows capable of having a lock; and

66.2. have deadlocks (a deadlock is a dead latch with at least one cylinder for external doors that are able to be secured with a functioning deadlock); and

66.3. meets the Rental Minimum Standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:

66.4. is operated by a key from the outside; and

66.5. may be unlocked from the inside with or without a key. **The Renter** must obtain consent from the **Rental Provider** to change a lock in the master key system. The **Rental Provider** must not unreasonably refuse consent for a **Renter** seeking to change a lock in the master key system.

The **Rental Provider** must not give a key to a person excluded from the Premises under:

66.6. a family violence intervention order; or

66.7. a family violence safety notice; or

66.8. a recognised non-local domestic violence order; or

66.9. a personal safety intervention order.

67. Repairs

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

68. Urgent Repairs

The **Act** defines "urgent repairs". Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information. Visit www.consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water cooking heating or laundering supplied by the **Rental Provider**.

The **Rental Provider** must carry out urgent repairs after being notified. A **Renter** may arrange for urgent repairs to be done if the **Renter** has taken reasonable steps to arrange for the **Rental Provider** to immediately do the repairs and the **Rental Provider** has not carried out the repairs. If the **Renter** has arranged for urgent repairs the **Renter** may be reimbursed directly by the **Rental Provider** for the reasonable cost of repairs up to \$2,500.00.

The **Renter** may apply to VCAT for an order requiring the **Rental Provider** to carry out urgent repairs if:

68.1. the **Renter** cannot meet the cost of the repairs; or

68.2. the cost of repairs is more than \$2,500.00; or

68.3. the **Rental Provider** refuses to pay the cost of repairs if any such repairs are carried out by the **Renter**.

69. Non-Urgent Repairs

The **Renter** must notify the **Rental Provider** in writing as soon as practicable of:

69.1. damage to the **Premises**; and

69.2. breakdown of facilities fixtures furniture or equipment supplied by the **Rental Provider**.

The **Rental Provider** must carry out non-urgent repairs in a reasonable time.

The **Renter** may apply to **VCAT** for an order requiring the **Rental Provider** to do the repairs if the **Rental Provider** has not carried out the repairs within 14 days of receiving notice of the need for repair.

70. Assignment or Sub-Letting

The **Renter** must not assign (transfer to another person) or sub-let the whole or any part of the **Premises** without the written consent of the **Rental Provider**. The **Rental Provider** may give the **Renter** notice to vacate if the **Renter** assigns or sub-lets the **Premises** without consent.

The **Rental Provider**:

70.1. cannot unreasonably withhold consent to assign or sub-let the **Premises**; and

70.2. must not demand or receive a fee or payment for consent other than any reasonable expenses incurred by the assignment.

71. Rent

The **Rental Provider** must give the **Renter** at least 60 days written notice of a proposed **Rent increase**.

The **Rent** cannot be increased more than once every 12 months.

The **Rental Provider** must not increase the **Rent** under a fixed term agreement unless the **Agreement** provides for an increase by specifying the amount of increase or the method of calculating the **Rental** increase.

72. Access and Entry

The **Rental Provider** may enter the **Premises**:

72.1. at any time if the **Renter** has agreed within the last 7 days; and

72.2. to do an inspection but not more than once every 6 months; and

72.3. to comply with the duties of the **Rental Provider** under the **Act**; and

72.4. to show the **Premises** or conduct an open inspection to sell rent or value the **Premises**; and

72.5. to take images or video for advertising a property that is for sale or rent; and

72.6. if the **Rental Provider** believes the **Renter** has failed to follow the duties of the **Renter** under the **Act**; and

72.7. to do a pre-termination inspection where the **Renter** has applied to have the **Agreement** terminated because of family violence or personal violence.

The **Renter** must allow entry to the **Premises** where the **Rental Provider** has followed proper procedure.

The **Renter** is entitled to a set amount of compensation for each sales inspection.

73. Pets

Subject to the provisions of clause 59:

73.1. the **Renter** must seek consent from the **Rental Provider** before keeping any pet at the **Premises**;

73.2. the **Rental Provider** must not unreasonably refuse a request to keep a pet at the **Premises**.

ENDING THE TENANCY

74. Rental Provider Notice

If the **Rental Provider** requires possession of the **Premises** when the tenancy ends, the **Rental Provider** will

give the **Renter** the notice required by and in the manner prescribed by the **Act**.

75. Renter Notice

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

76. Periodic Tenancy

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

77. Rental Provider Expenses

If the **Renter** decides to vacate the **Premises** during the term of this **Agreement** for whatever reason, the **Renter** shall be responsible for reimbursing to the **Rental Provider** or **Nelson Alexander** the following costs on a basis that is proportionate to the actual costs of securing a new **Renter**:

77.1. Any letting fee payable to **Nelson Alexander** by the **Rental Provider**;

77.2. Marketing costs as incurred by **Nelson Alexander**;

77.3. National tenancy database checks on each applicant or as required;

77.4. The continued payment of **Rental** until the first to occur of the **Premises** being re-let or the current term of this **Agreement** expiring;

77.5. If the **Premises** are re-let at a lower **Rental**, the **Renter** must pay to the **Rental Provider** any difference or shortfall as required.

78. Return Keys

The **Renter** acknowledges that it is the responsibility of the **Renter** on the termination of this **Agreement** to deliver all keys and any auto remote controls for the **Premises** to **Nelson Alexander** during business hours and to continue paying **Rental** until such time as all keys and auto remote controls are delivered.

79. No Set-Off

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

80. Remove Personal Property

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

81. Window Cleaning

The **Renter** agrees to have all windows at the **Premises** cleaned (both internally and externally) in a professional manner immediately prior to vacating the **Premises**.

82. Carpet Cleaning

Subject to the provisions of the following clause the **Renter** will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the **Premises** to be professionally steam cleaned or dry cleaned (at the direction of the **Rental Provider**) by a reputable carpet cleaning contractor and provide **Nelson Alexander** with an invoice/receipt for such work. The cleanliness of the carpet as stated on the incoming condition report completed at the commencement of the tenancy will be taken into consideration in

assessing the quality or outcome of such cleaning.

83. Professional Cleaning

83.1. The **Rental Provider** must not require the **Renter** to arrange professional cleaning or cleaning to a professional standard on the termination of this **Agreement** unless:

83.1.1. professional cleaning or cleaning to a professional standard was carried out to the **Premises** immediately before the start of this **Agreement** and the **Renter** was advised that professional cleaning or cleaning to a professional standard has been carried out to the **Premises** immediately before the start of this **Agreement**; or

83.1.2. professional cleaning or cleaning to a professional standard is required to restore the **Premises** to the same condition they were in immediately before the start of this **Agreement** having regard to the **Condition Report** and taking into account fair wear and tear.

83.2. The **Renter** must have all or part of the **Premises** professionally cleaned or pay the cost of having all or part of the **Premises** professionally cleaned if professional cleaning becomes required to restore the **Premises** to the condition they were in immediately before the start of this **Agreement** having regard to the **Condition Report** and taking into account fair wear and tear.

84. Definitions and Interpretation

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

ADDITIONAL REQUIREMENTS

85. Electronic Notices

The **Renter** acknowledges that the **Renter** is entering into a binding **Agreement** if this **Agreement** is signed utilising an electronic signature. Unless indicated to the contrary in the **Schedule** the **Renter** consents to the electronic service of notices and other documents in accord with the requirements of the *Electronic Transactions (Victoria) Act 2000*. The **Rental Provider** consents to the electronic service of notices and other documents in accord with the requirements of the *Electronic Transactions (Victoria) Act 2000* at the email address of **Nelson Alexander**. If the **Renter** has not consented to the electronic service of notices and other documents in accord with the requirements of the *Electronic Transactions (Victoria) Act 2000* the **Rental Provider** shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

86. Change of Electronic Address

The **Rental Provider** and the **Renter** must give immediate written notice to the **Other Party** and **Nelson Alexander** if the email address for the electronic service of **Notices** or other documents is changed or any other contact details are changed.

87. Withdraw Consent

The **Renter** may withdraw consent to the electronic service of notices or other documents by giving written notice to the **Rental Provider** or **Nelson Alexander** but such notice shall only become effective on receipt by the **Rental Provider** or **Nelson Alexander**.

88. Furnishings

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

89. Care for Furnishings

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

90. Repair/Replacement of Furnishings

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

91. Cost of Repairs/Replacements

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

SPECIAL CONDITIONS

List any additional terms to this **Agreement**. The terms listed must not exclude restrict or modify any of the rights and duties included in the **Act**. Any additional terms applicable to this **Agreement** will be listed at the end of the **Schedule**.

Any additional term must also comply with the *Australian Consumer Law (Victoria)*. For example they cannot be unfair terms which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit www.consumer.vic.gov.au/products-and-services/business-practices/contacts/unfair-contract-terms.

Privacy Collection Notice

As professional property managers **Nelson Alexander** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9469 1000 or reservoir.rentals@nelsonalexander.com.au.

Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Nelson Alexander** services

- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025)
- Other Real Estate Agents, Rental Providers and Valuers

Secondary Purpose

Nelson Alexander also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

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

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

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

The **Nelson Alexander** privacy policy can be viewed without charge on the **Nelson Alexander** website; www.nelsonalexander.com.au or contact your local **Nelson Alexander** office and we will send or email you a free copy.

Schedule

Item 1: Date of agreement: 23/08/2025

[If this Agreement is signed by the parties on different days the date of this Agreement is the date the last person signs this Agreement.]

Item 2: Rental Provider

Name: Trent Richardson Richardson

ACN (if applicable):

Item 3: Nelson Alexander

Registered Business Name: Nelson Alexander Reservoir

Address: 281-283 Broadway, Reservoir, VIC 3073

Telephone: 0488 667 292

Email Address for Notices: wkuzu@nelsonalexander.com.au

Nelson Alexander consents to electronic service of Notices: Yes

Item 4: Renter

Full name of **renter 1** : Rhylie Irene Cooper
Current address : 26 Kirwan Avenue Lalor Vic Australia 3075
Phone number : +61415886786
Email address : Rhyalee@gmail.com

Full name of **renter 2** : Devran Birdogan
Current address : 26 Kirwan Avenue Lalor Vic Australia 3075
Phone number : +61405027813
Email address : devi-b-man@hotmail.com

Renter consents to electronic service of notices: Yes

Item 5: Premises

The **Rental Provider** lets the **Premises** known as 26 Kirwan Avenue Lalor Vic Australia 3075

Item 6: Rental

The rent is: \$2433.00 Monthly and payable **Monthly in advance** to be paid on **the 12th of each month** with the first rental instalment payable on or before the **12/07/2025**.

Item 7: Rental Payments to Nelson Alexander

Via **Direct Payment**

Reference: 145694

Item 8: Bond

\$2433.00 PAID TO RTBA

If the **Renter** does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business days of paying the bond, the **Renter** should contact the Residential Tenancies Bond Authority.

Item 9: Authorised Urgent Repairs

\$2500.00 (Incl. GST)

Urgent repairs Tel:

Item 10: Fixed Term

Item 11: Start Date: 12/07/2025

Item 12: End Date: 11/01/2026

Item 13: Owners Corporation

Do owners corporation rules apply to the Premises? No

Item 14: Condition Report

The Condition Report has been provided.

PET CLAUSE

The **Rental Provider** hereby consents to the **Renter**, keeping **1 Medium Dog Border Collie non desexed, 1 Medium Dog Border Collie non desexed** on the property provided the following conditions are met.

- a. The **Renter** hereby agrees to maintain the property in the condition in which it was received at the beginning of the agreement (as per the Condition Report).
- b. The **Renter** hereby agrees that should the pet cause any damage to the property (i.e. digging up garden, tearing fly wire door and screens, scratching doors and fences including any damage to curtains, drapes and window furnishing etc), the **Renter** will repair all damages at his expense prior to vacating the premises, to the satisfaction of the **Rental Provider** or agent.
- c. The **Renter** agrees that any odours, stains, flea infestation etc, caused by the pet is to be removed at the **Renter's** expense.
- d. The **Renter** must have the property professionally pest controlled for fleas inside and out and produce a receipt to **Rental Provider** or **Nelson Alexander** at the time of vacating.
- e. The **Renter** agrees that should any one of these conditions not be complied with, the **Rental Provider** through their agents, have the right to serve the necessary notices thereafter, if the **Renter** fails to remedy the breach.

1. NAKED FLAMES

The **Renter** acknowledges that naked flames (eg: candles, fires pits, garden lanterns) are prohibited on or inside the **Premises** at all times.

Rh

23 Aug 2025

.....
Date

Primary Tenant: Rhylie Cooper

Devir

23 Aug 2025

.....
Date

Secondary Tenant: Devran Birdogan

Wm K

12 Aug 2025

.....
Date

Agent: William Kuzu

RC DB WK

.....
Initials

Created at 21 November 2025 12:10 PM

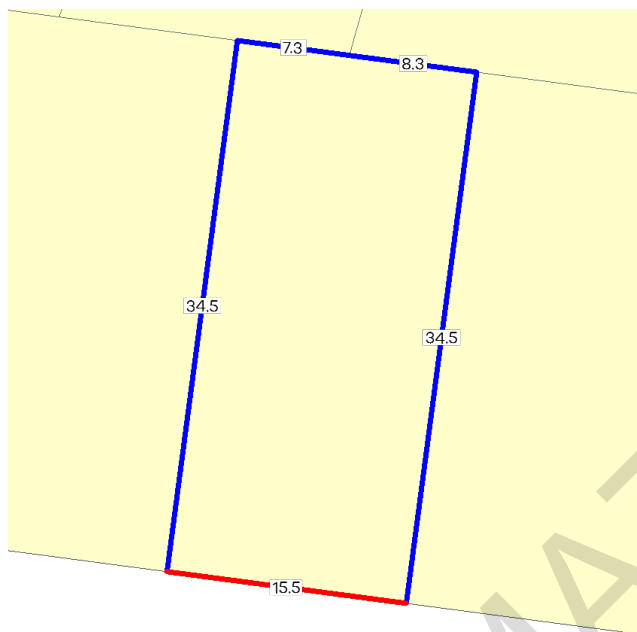
PROPERTY DETAILS

Address: **26 KIRWAN AVENUE LALOR 3075**
Lot and Plan Number: **Lot 25 LP91009**
Standard Parcel Identifier (SPI): **25\LP91009**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **137174**
Directory Reference: **Melway 9 D6**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 536 sq. m

Perimeter: 100 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

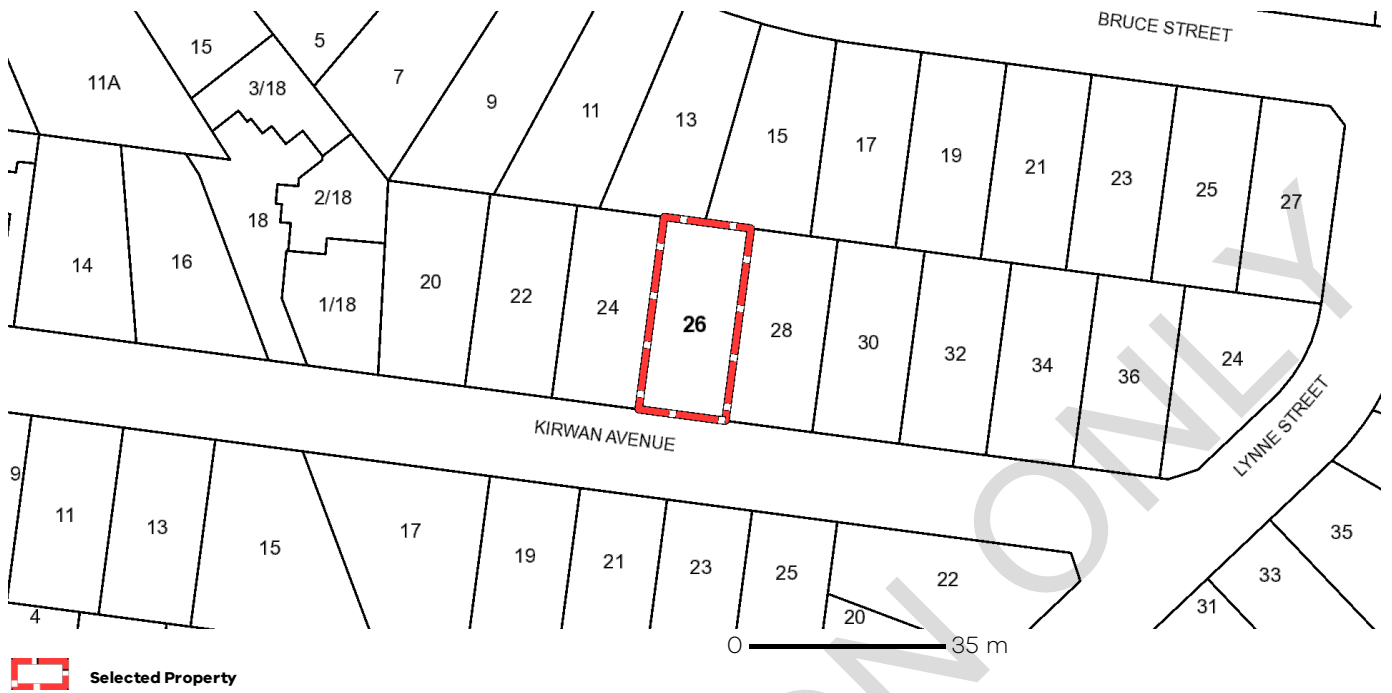
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 21 November 2025 12:10 PM

PROPERTY DETAILS

Address: **26 KIRWAN AVENUE LALOR 3075**
Lot and Plan Number: **Lot 25 LP91009**
Standard Parcel Identifier (SPI): **25\LP91009**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **137174**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 D6**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

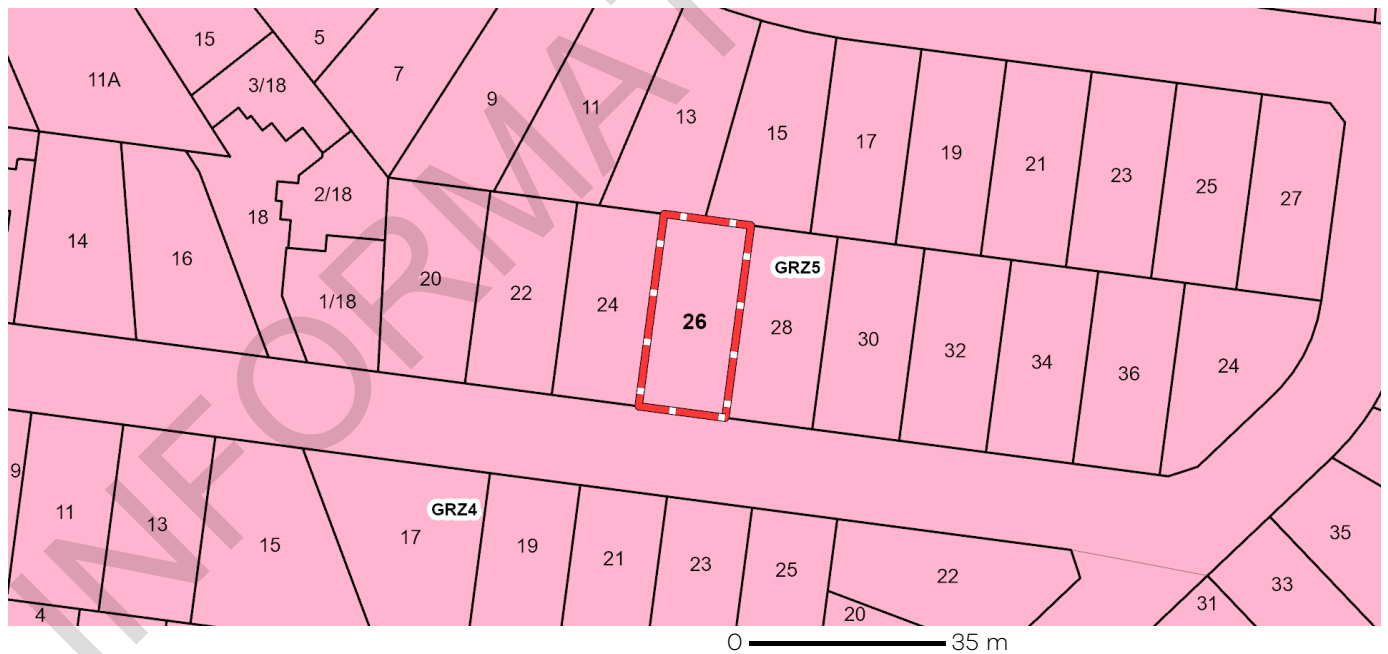
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

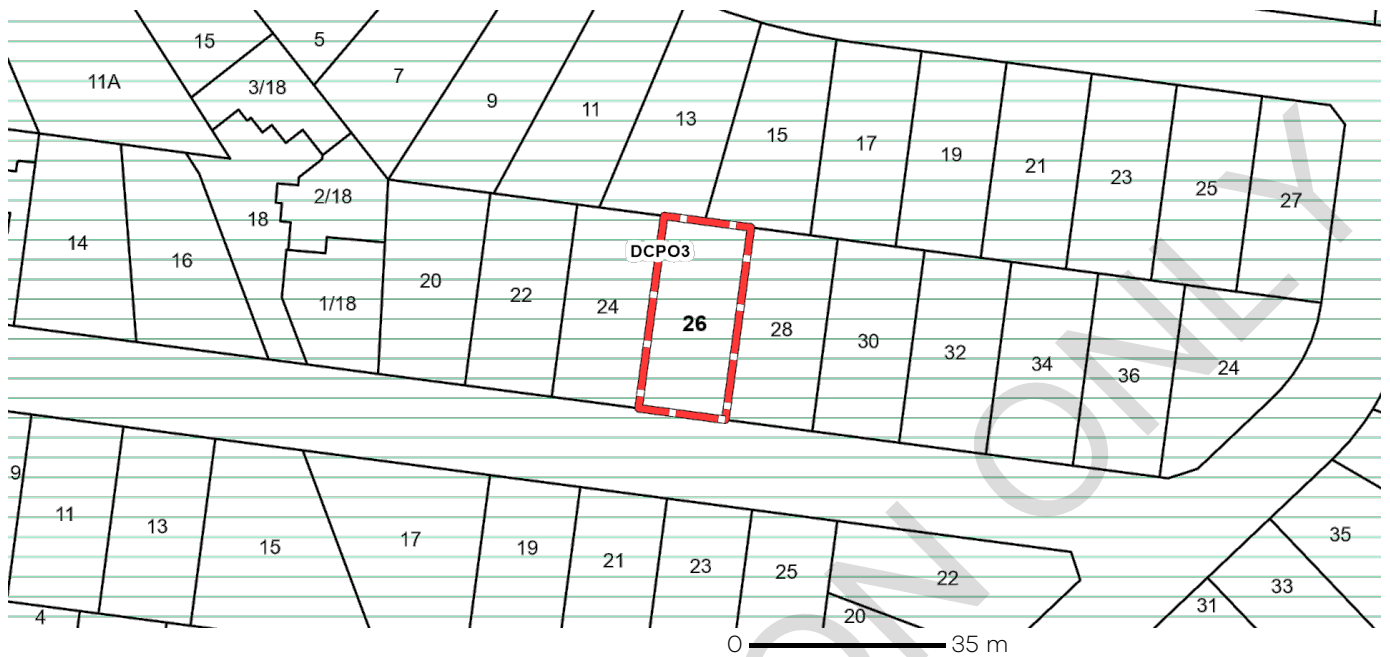
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

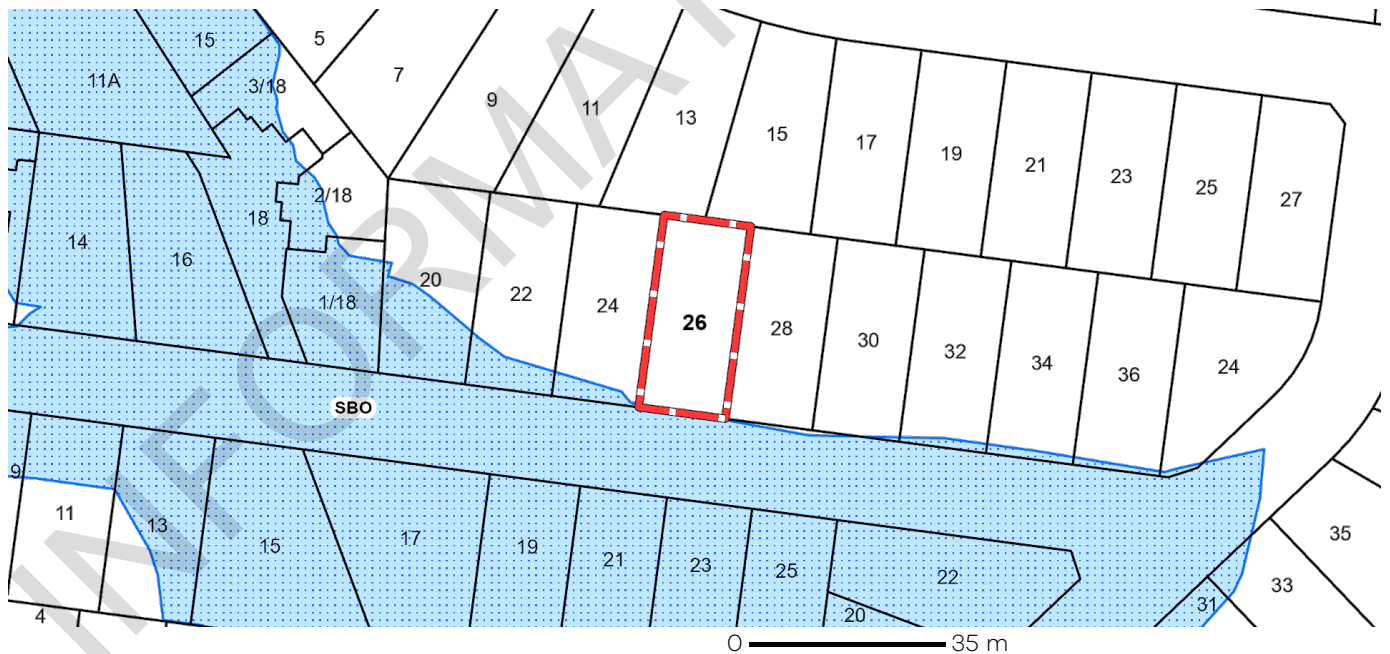


DCPO - Development Contributions Plan Overlay

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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



SBO - Special Building Overlay

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

Further Planning Information

Planning scheme data last updated on 14 November 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

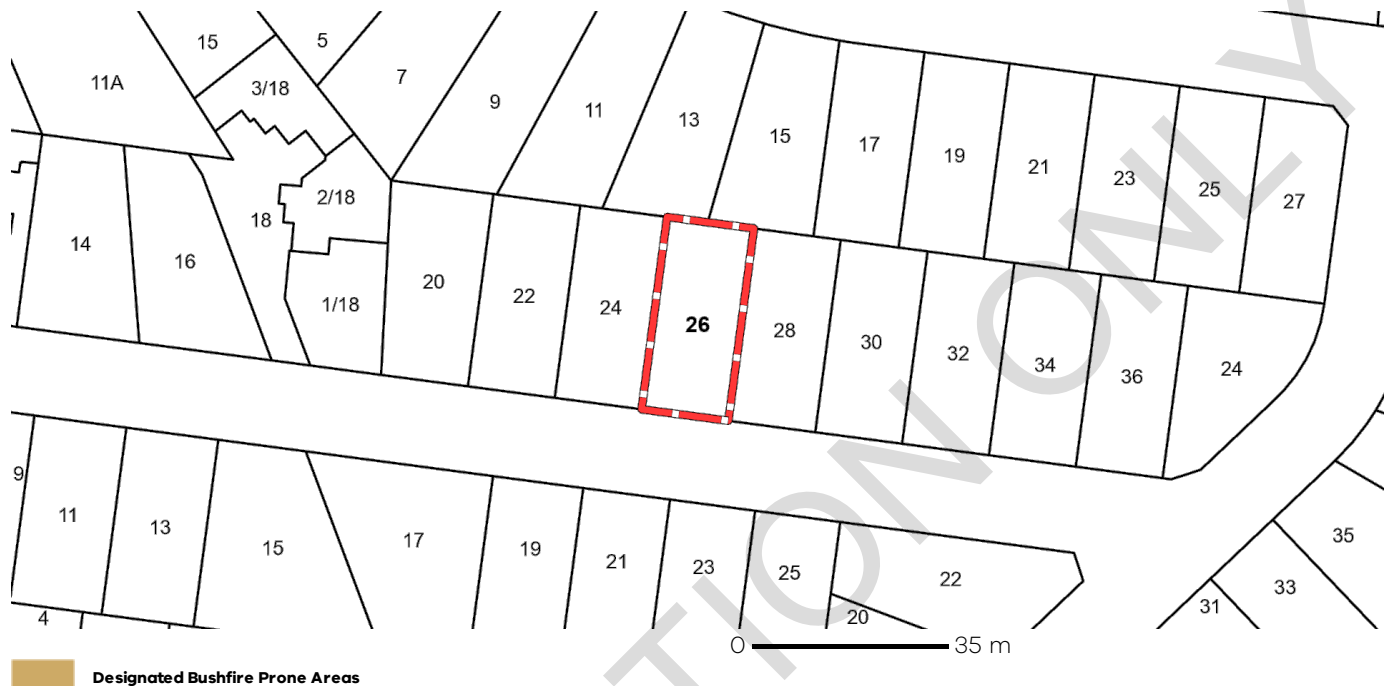
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to 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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

JOLIE LE
3/5 Devonshire Road
SUNSHINE 3020

Client Reference:

NO PROPOSALS. As at the 13th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

26 KIRWAN AVENUE, LALOR 3075
CITY OF WHITTLESEA

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

Date of issue: 13th February 2026