

Contract of sale of land

Property: 11 Atarhi Parade, Lalor VIC 3075



Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2023

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/...../2023

Print names(s) of person(s) signing: Roger Mark Jorgensen

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Harcourts Rata & Co
Address: 219 High Street, Thomastown VIC 3074
Email: sold@rataandco.com.au
Tel: 03 9465 7766 Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Roger Mark Jorgensen
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Lush Legal
Address: PO Box 4117, Shepparton North VIC 3631
Email: sheree@lushlegal.com.au
Tel: 0477 057 577 Mob: _____ Fax: _____ Ref: 232066

Purchaser's estate agent

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

Purchaser

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

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ 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 11355 Folio 665 | 1020 | PS 634223T |

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: 11 Atarhi Parade, Lalor VIC 3075

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

All fixed floor coverings, window furnishing and light fittings, one split system air conditioner, oven, gas cook top and rangehood.

Payment

| | | | |
|---------|----|-------|---------------------------------|
| Price | \$ | _____ | |
| Deposit | \$ | _____ | Payable upon the signing hereof |
| Balance | \$ | _____ | Payable at settlement |

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

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

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

INFORMATION ONLY

Special Conditions

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

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

1. **AMENDMENT TO GENERAL CONDITIONS**

1.1. The parties agree that General Condition 3 is amended to read as follows:

- “3. If the Purchaser is, or includes a Company, the Purchaser must upon execution of this Contract of Sale, procure the execution by each of the Company’s Directors, a Guarantee and Indemnity in the form of the Guarantee and Indemnity annexed hereto.”

2. **ACKNOWLEDGEMENT OF SECTION 32 VENDORS STATEMENT**

2.1. The Purchaser acknowledges that prior to paying the Deposit or signing this Contract of Sale or any agreement or document in respect of the Sale hereby effected which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a copy of this Contract of Sale and a statement in writing containing the particulars required by Section 32 of the *Sale of Land (Amendment) Act 1982* acknowledges the contents thereof and has made their own enquiries with respect thereto.

3. **EXCLUSION OF WARRANTIES**

3.1. The Purchaser acknowledges and agrees that this Contract constitutes the entire agreement between the parties and there are no representations, collateral agreements, conditions, warranties or other terms affecting the sale other than those embodied herein; and

3.2. The Purchaser further acknowledges and agrees that the Land together with the Goods and any improvements is purchased by the Purchaser:

- a As a result of the independent exercise of the Purchaser’s own skill and judgement after due inspection and investigation; and
- b In its present condition and state of repair with all existing patent and latent defects, infestations, contaminations and dilapidation;

and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

- c The merchantability, quality or fitness for any purpose of the Land, the Goods or the improvements;
- d The freedom of the Land or the Goods from any defects, infestations, contamination or dilapidation;
- e The use to which the Land, the Goods or the improvements can lawfully be put;
- f Whether development of any description may be carried out on the Land; or
- g Whether the improvements on the Land have been built or placed there in accordance with each approval required by law for the building or placement of same.

3.3. The Purchaser shall not raise any objection to or claim any compensation for any contamination or pollution of the Land and shall at the Purchaser’s own expense comply with the requirements of each competent authority for the abatement of any pollution or the clean up or any environmental audit (or any combination of them) of the Land and shall keep the Vendor indemnified at all times against the cost of doing so.

4. NOMINATION

4.1. Should the Purchaser nominate a substitute or additional Transferee:

- a The Purchaser will, if the substitute or additional Transferee is or includes a Corporation, deliver to the Vendor's Legal Practitioner at the time of the nomination, a Guarantee and Indemnity in the form annexed hereto duly executed by the Directors of the Substitute or additional Transferee; and
- b Any document substituted for this Contract shall show the "Day of Sale" as the same date as shown in this Contract and shall contain an express acknowledgement by the Purchaser named therein that the cooling off period referred to in Section 31 of *the Sale of Land Act 1962* expired three clear business days after the Day of Sale.

5. PURCHASER TO PAY VENDOR

Should the Purchaser elect to terminate this Contract pursuant to any condition of this Contract which was inserted for the benefit of the Purchaser (if applicable), the Purchaser agrees to pay to the Vendor the amount of \$440.00 on termination of the Contract in consideration of the Vendor's costs in preparing the Contract which such amount to be deducted from the Deposit.

6. WARRANTY THAT THE FOREIGN INVESTMENT ACT DOES NOT APPLY

- 6.1. The Purchaser warrants that the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* and the *Foreign Acquisitions and Takeover Regulations 2015 (Cth)* do not apply to the Purchaser or to the Purchaser entering into this Contract.
- 6.2. In the event that the *Foreign Acquisition and Takeovers Act 1975* and *Takeovers Regulations 2015 (Cth)* apply to the Purchaser or to the Purchaser entering this Contract in breach of the warranty contained in this clause, the Purchaser must indemnify and compensate the Vendor with respect to any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of the same.
- 6.3. This Special Condition and the warranties contained herein will not merge upon Settlement and will continue for the benefit of the Vendor.

7. SMOKE DETECTORS

7.1. The Purchaser shall at their own cost and expense comply with any requirements pursuant to the *Building Act 1993* and regulations made pursuant to the *Building Act 1993* for the installation of smoke alarms and shall indemnify the Vendor from and against any responsibility for compliance with any such requirements including any loss, cost or expense for compliance therefor.

8. DEPOSIT

The Purchaser acknowledges that the Vendor will not accept a deposit bond and/or bank guarantee as a deposit.

9. LEASE

The Purchaser acknowledges having received a copy of the Lease referred to in General Condition 5.1, a copy of which is attached hereto.

10. AUCTION CLAUSE

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

11. STAMP DUTY – MORE THAN ONE PURCHASER

(a) If there is more than one Purchaser, it is the Purchaser's sole responsibility to ensure that this Contract correctly records as at the date of sale, the proportions in which they are buying the property ("the proportions").

Name%

Name%

(b) If the proportions recorded on the Transfer of Land differ to those recorded in the contract, it is the Purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The Purchaser's shall fully indemnify the Vendor, the Vendor's Agent and the Vendor's Representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the Contract or any other matter whatsoever.

(d) This Special Condition shall not merge on completion of this Contract.

INFORMATION ONLY

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser

From: Roger Mark Jorgensen of 80-82 Xavier Crescent, Shepparton North VIC 3631

Property Address: 11 Atarhi Parade, Lalor VIC 3075
Lot: 1020 Plan of subdivision: 634223T

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

INFORMATION ONLY

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 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

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

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.

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: -

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

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

this day of 2023

SIGNED by the said)

)

Print Name:)

)

.....

.....
Director (Sign)

in the presence of:)

)

Witness:)

)

.....

Residential rental agreement no more than 5 years

Harcourts
Rata & Co

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

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

PART A - Basic terms

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

| | | |
|---------------|--|---|
| Item 1 | Date of Agreement | 08/11/2021 |
| Item 2 | Premises let by the rental provider | 11 Atarhi Parade, Lalor VIC 3075 |
| Item 3 | Rental provider details | |
| | Full name(s) or Company Name | Roger Jorgensen |
| | ACN (if applicable) | |
| | Rental provider's agent's details | |
| | Full Name | Rata & Co Real Estate P/L ATF Rata & Co Unit Trust (T/A Harcourts Rata & Co) |
| | Address | 219 High Street, Thomastown VIC 3074 |
| | Phone number | 0394657766 |
| | ACN (if applicable) | 70162949588 |
| | Email address | harcourtsrataandco@reply.propertytree.com |
| Item 4 | Renter details | |
| | Full name of renter 1 | Priscila Carmago De Miranda |
| | Current address | |
| | Phone number | 61452277642 |
| | Email address for service of documents | pricamargomiranda@outlook.com; |
| | Full name of renter 2 | Andre Cordeiro De Miranda |
| | Current address | |
| | Phone number | 61414009086 |
| | Email address for service of documents | andrethird@hotmail.com; |
| Item 5 | Length of the agreement | 12 Months Fixed term |
| | Start Date | 24/01/2022 (this is the date the agreement starts and you may move in) |
| | End Date | 23/01/2023 |
| Item 6 | Rent 1 | The Rent is \$1912.00 per calendar month and payable calendar monthly in advance commencing on 24/01/2022 |

Item 7 Bond

\$1912.00 paid to the RTBA at the commencement of your tenancy

- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Part B - Standard terms**Item 8 Rental Provider's preferred method of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

a. DEFT - Biller code: 4481 Cust Ref#: 38667796

Item 9 Service of notices and other documents by electronic methods

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

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

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Yes - insert email address, mobile phone number or other electronic contact details Email : paul.rametta@rataandco.com.au
Phone: 0394657766

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

The rental provider must complete this section before giving the agreement to the renter.

(Renter to tick as appropriate)

Renter 1 Yes - insert email address, mobile phone number or other electronic contact details Email: pricamargomiranda@outlook.com;
Mobile: 61452277642

Renter 2 Yes - insert email address, mobile phone number or other electronic contact details Email: andrethird@hotmail.com; Mobile:
61414009086

Item 10 Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below

| | | |
|-------------------|-----|-----|
| Electrical Tradie | N/A | N/A |
| Plumbing Tradie | N/A | N/A |
| Other Tradie | N/A | N/A |

Item 11 Professional cleaning

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

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

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

Item 12 Owners corporation (formerly body corporate)

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

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

Item 13 Condition report

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

Rental provider to tick as appropriate)

The condition report has been provided

Part C - Safety-related activities

Item 14 Electrical safety activities

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

Item 15 Gas safety activities

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

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

Item 16 Smoke alarm safety activities

- a. The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - iii. the batteries in each smoke alarm are replaced as required.
- b. The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- c. The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - i. Information on how each smoke alarm in the rented premises operates; and
 - ii. Information on how to test each smoke alarm in the rented premises; and
 - iii. Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- d. The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

Item 17 Swimming pool barrier safety activities

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

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

Item 18 Relocatable swimming pool safety activities

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

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

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

Item 19 Bushfire prone area activities

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

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

Rental Standards

- | | |
|--|-----|
| 1. Are there deadlocks to all Entry doors? | No |
| A If no, could one be fitted? | Yes |
| B Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key? | Yes |
| Nil | |
| <hr/> | |
| 2. Is a vermin-proof rubbish bin supplied? | Yes |
| A Is a vermin-proof recycle bin supplied? | Yes |
| B Are the supplied bins provided by or are compatible with local council collection? | Yes |
| <hr/> | |
| 3. Are the toilets connected to an appropriate sewerage or wastewater treatment system? | Yes |
| A Are the toilets situated in a suitable housing/room? | Yes |
| <hr/> | |
| 4. Is there a washbasin, shower or bath with hot and cold water? | Yes |
| A Is there a 3 Star rated showerhead fitted? | Yes |
| <hr/> | |
| 5. Is there a dedicated area for cooking and food preparation? | Yes |
| A Is the sink in good working order and is connected to hot and cold water? | Yes |

- B Is the cooktop in good working order and has 2 or more burners? Yes
- C Is the oven is in good working order - if fitted? Yes

6. Are laundry facilities present in the rented premises? Yes

A Are the laundry facilities connected to a reasonable supply of hot and cold water? Yes

7. Is there any visual evidence that the property may be structurally unsound or not weatherproof? No

8. Is there any visual evidence of mould or damp caused by or related to the building structure? No

9. Does the property have a safety switch / RCD? Yes

10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy? Yes

A Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy? Yes

11. Can all external windows in the rented premises that are capable of opening able to be set in a closed or open position? No

A Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry? Yes

Nil

12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms? Yes

13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation? Yes

14. Is there a working heater in the main living area of the premises? Yes

1. There is a proposal to sell the rented premises AND I/we have engaged an agent to No
sell the rented premises OR have prepared a contract of sale
-
2. Is a mortgagee taking action for possession of the rented premises and has No
commenced a proceeding to enforce a mortgage over the rented premises.
-
3. I/We are the owner/s of the renter premises. Yes
-
4. Is the rented premises supplied with electricity from an embedded electricity network?* No
*An embedded electricity network is where a privately owned and managed network
supplies power to all the properties in a single building or development.
-
5. Has the premises been the location of a homicide or drug trafficking/manufacture in No
the last 5 years?
-
6. Does the premises comply with the rental minimum standards? Yes
-
7. Has the Residential Rental Provider received a repair notice, in the last 3 years, No
relation to mould or damp in the premises?
-
8. Is there Gas connected at the premises? Yes
Date of the most recent Gas Safety check: No date available
-
9. Date of the most recent Electrical Safety check: No date available
A Are there any outstanding recommendations for work for the Electrical Safety No
check?
-
10. Date of Recent Pool Barrier Compliance check for relocatable pool/spa: No Pool
-
11. Date of the most recent Smoke Alarm testing in the last 12 months: 10/09/2021
A Are there any outstanding recommendations for work for the Smoke Alarms? No
-
12. Is the premises located in a designated bushfire prone area under section 192A of the No
Building Act 1993?
-
13. Is the rented premises a registered place (heritage listed)? No
-
14. Is the premises known to have Friable and Non-Friable Asbestos based on an No
inspection by a suitably qualified person?
-
15. Has a Building or Planning Application been lodged for the premises? No
-
16. Is the rented premises or common property the subject of any notice, order, No
declaration, report, or recommendation issued by a relevant building surveyor,
municipal building surveyor, public authority or government department relating to any
building defects or safety concerns associated with the rented premises or common
property at the time of this disclosure?

17. Is there a current domestic building work dispute under the Domestic Building No Contracts Act 1995 which applies to or affects the rented premises?

18. Is the rented premises subject to an owner's corporation (formally known as body corporate)? No

A Is there is a current dispute under Part 10 of the Owners Corporations Act 2006* No which applies to or affects the rented premises?

*Part 10 of the Owners Corporation Act 2006 describes the handling of disputes.

19. Is there a relocatable swimming pool/spa erected at the premises or is intended to be erected? No

A If YES, does the relocatable swimming pool/spa have a safety barrier that is maintained in good repair? No

20. Is there any items (appliance/equipment/fixture/fitting) &/or area (part of the rented premises) that is to be excluded and is to be disclosed to the renter that this item or area is therefore not included in the agreement? No

Part D - Rights and obligations

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal. For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The Renter:

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

Condition of the premises

The rental provider:

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

The Renter:

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

Modifications

The Renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting.

Locks

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

Repairs

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

Urgent repairs

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

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

The rental provider must carry out urgent repairs after being notified.

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

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.00 INCL GST.

The agent Harcourts Rata & Co can authorise urgent repairs, on behalf of the Residential Rental Provider, on, during or before the day of occupation, up to the amount of \$2500.00 INC GST.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500.00 INCL GST; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

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

Assignment or sub-letting

The Renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sublets the premises without consent.

The rental provider:

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

Rent

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

Access and entry

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

Pets

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

PART E - Additional terms

Item 21 Damage to the Premises

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

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

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

Item 22 Cleanliness of the Premises

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

Item 23 Agent is First Point of Contact

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

Item 24 Water Consumption & Utilities

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

24.2 If a service is disconnected or damaged:

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

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

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

Item 25 Condition Report

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

- 25.2 The Renter acknowledges that before it took occupation of the Premises, it received from the Rental provider or Agent:
- a. An electronic copy of the condition report signed by the Rental provider or Agent;
 - b. a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for renters'; and
 - c. a copy of this tenancy Agreement.

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

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

Item 26 Rental provider's Insurance and Renter's Contents Insurance

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

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

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

Item 27 Reporting Defects

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

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

Item 28 Inspections

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

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

Item 29 Disclosure of Information

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

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

Item 30 Employment Details

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

DURING THE TENANCY

Item 31 Permitted Use

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

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

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

Item 32 Urgent And Non-Urgent Repairs

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

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

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

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

Item 33 Garden and Parking

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

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

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

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

Item 34 Light Globes and Pilot Lights

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

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

Item 35 Pets

35.1 The Renter is prohibited from keeping any animal or pet of any description on the Premises without the prior written consent of the Rental provider.

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

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

Item 36 Rubbish and Hanging Clothes

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

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

Item 37 Inflammable Liquids Not Permitted

37.1 Except as allowed by this by this **item 37**, the Renter must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.

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

Item 38 Vehicle/boat Servicing or Repairs Not to be Carried Out

38.1 For the purposes of this **item 38**, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.

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

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

Item 39 Smoke Alarms

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

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

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

Item 40 Swimming Pool/Spa

40.1 This **item 40** applies if there is a swimming pool, spa or variation thereof at the Premises.

40.2 The Renter hereby agrees:

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

40.3 The Renter acknowledges and agrees that if **item 40.2** is not complied with, the Agent may serve a notice of breach on the Renter and the necessary notices thereafter if the Renter fails to remedy the breach

Item 41 Locks & Keys

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

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

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

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

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

Item 42 Blockages Caused by Misuse

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

Item 43 Payment of Rental

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

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

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

Item 44 Assignment, Sub-letting and Short Stay Accommodation

44.1 The Renter acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with **item 44.2**.

44.2 The Renter acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Rental provider approval. If approved, the Renter agrees to reimburse the Rental provider for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are **\$220.00** (inclusive of GST) plus any Renter check fees (**\$22.00** per new Renter), such fees are subject to change. A prospective renter must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Rental provider.

44.3 For the purposes of **item 44.2** to apply, at least one named Renter from the original Agreement must remain in occupation. If no original named Renter is to remain, all Renters must vacate. If this occurs during a fixed term, a lease break will occur.

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

44.5 The Renter's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Rental provider under this **item 44**.

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

Item 45 Fixed Term Lease Break

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

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

- a. any advertising costs incurred including an internet marketing cost of \$345 (inclusive of GST);
- b. a break lease fee of 2.5 Weeks' Rental (inclusive of GST), applied pro-rata;
- c. a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
- d. Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
- e. all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement renter's lease begins.
- f. all advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.

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

Item 46 Advertising Boards and Access To The Premises

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

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

Item 47 Owners Corporation Rules (Where Applicable)

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

47.2 If **item 47.1** applies, the Renter agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Renter shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Rental provider. The Standard Rules of the Subdivision (Body Corporate) Regulations 2001, as amended, apply to all bodies corporate.

47.3 If **item 47.1** applies, the Renter shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

Item 48 Condensation and Mould

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

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

48.3 The Renter acknowledges that any damage to the property caused by a failure to comply with this **item 48** must be rectified professionally at the Renter's expense.

Item 49 Pot Plants and Furniture Placement

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

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

48.3 The Renter hereby agrees that any damaged caused to any flooring due to the Renters failing to adhere to this **item 49**, will be rectified professionally at the Renter's expense.

Item 50 Smoking

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

50.2 If the Renter has not complied with **item 50.1**, in particular the Renter has been smoking inside, the Renter will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

VACATING

Item 51 Redirection of Mail and Disconnection of Services

At the end of the tenancy, the Renter is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Renter shall reimburse the Rental provider for any cost incurred by the Rental provider due to the Renter failing to adhere to this **item 51**.

Item 52 Notice To Vacate

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

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

52.3 Notice under this **item 52** must be provided to the Agent. If notice is provided by email it must be delivered by each named Renter listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Renter's email or notice is received.

Item 53 Expiry of Fixed Term Agreement

53.1 If the Renter remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Renter acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with **item 52**.

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

Item 54 Keys

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

Item 55 Cleaning Premises Upon Vacating

55.1 The Renter must:

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

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

55.3 If the Renter kept a pet at the Premises in accordance with item 35.1, in addition to the foregoing upon vacating the Premises the Renter must also:

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

Item 56 Bond Lodgement and Refund

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

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

GENERAL / MISCELLANEOUS

Item 57 General

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

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

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

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

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

Item 58 General

58.1 The Rental provider and/or Renter agree that their details may be forwarded to one or more of our affiliates including but not limited to Harcourts International, Harcourts Australia, Harcourts Victoria, their related entities or any other Harcourts Franchisees, ConnectNow, Smoke Alarm Solutions, Melbourne Real Estate Conveyancing or any other supplier and/or affiliate of Harcourts Rata & Co and to respond to any enquiries the Agent receives from Consumer Affairs Victoria or any other governing body.

INFORMATION ONLY

Signatures

This agreement is made under the Residential Tenancies Act 1997.

Before signing you must read Part D - Rights and obligations in this form.

Signature of rental provider/agent

Name/trading name

Rata & Co Real Estate P/L ATF Rata & Co Unit Trust (T/A Harcourts Rata & Co)

Signature



Date

08/11/2021

✓ I/We the Renter/s have read and understood this agreement, and I/We accept and agree to all of its Terms and Conditions. Furthermore, I/We the Renter/s confirm I/We have been provided the Statement of Information, the Information Disclosure statement and the details of the Minimum Rental Standards for the premises on 08/11/2021 10:04 AM.

Signature of renter 1

Name/trading name

Andre Cordeiro De Miranda

Signature



Date

08/11/2021

Signature of renter 2

Name/trading name

Priscila Carmago De Miranda

Signature



Date

08/11/2021


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 | 11 ATARHI PARADE, LALOR VIC 3075 |
|-------------|----------------------------------|

| | | | |
|--------------------|---|------|------------|
| Vendor's name | Roger Mark Jorgensen | Date | 23/10/2023 |
| Vendor's signature |  | | |

| | | | |
|-----------------------|-------|------|-----|
| Purchaser's name | | Date | / / |
| Purchaser's signature | <hr/> | | |
| Purchaser's name | | Date | / / |
| Purchaser's signature | <hr/> | | |

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificate/s.
- (b) As the property is currently being leased, the Purchaser may also become liable for usage charges depending upon how the property is used.

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

If applicable, as contained in the attached certificates.

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any 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:

None to the Vendors knowledge.

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 checked="" type="checkbox"/> |
|---|-------------------------------------|---------------------------------------|-----------------------------------|--|

9. 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*.

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

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)

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.

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

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

VOLUME 11355 FOLIO 665

Security no : 124109409818N
Produced 28/09/2023 01:12 PM

LAND DESCRIPTION

Lot 1020 on Plan of Subdivision 634223T.
PARENT TITLE Volume 11202 Folio 817
Created by instrument PS634223T 29/05/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ROGER MARK JORGENSEN of 236 EXCELSIOR AVENUE MOOROOPNA VIC 3629
AJ767016F 29/06/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ767017D 29/06/2012
NATIONAL AUSTRALIA BANK LTD

COVENANT PS634223T 29/05/2012

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

DIAGRAM LOCATION

SEE PS634223T 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: 11 ATARHI PARADE LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

DOCUMENT END

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| Document Type | Plan |
| Document Identification | PS634223T |
| Number of Pages (excluding this cover sheet) | 8 |
| Document Assembled | 28/09/2023 13:18 |

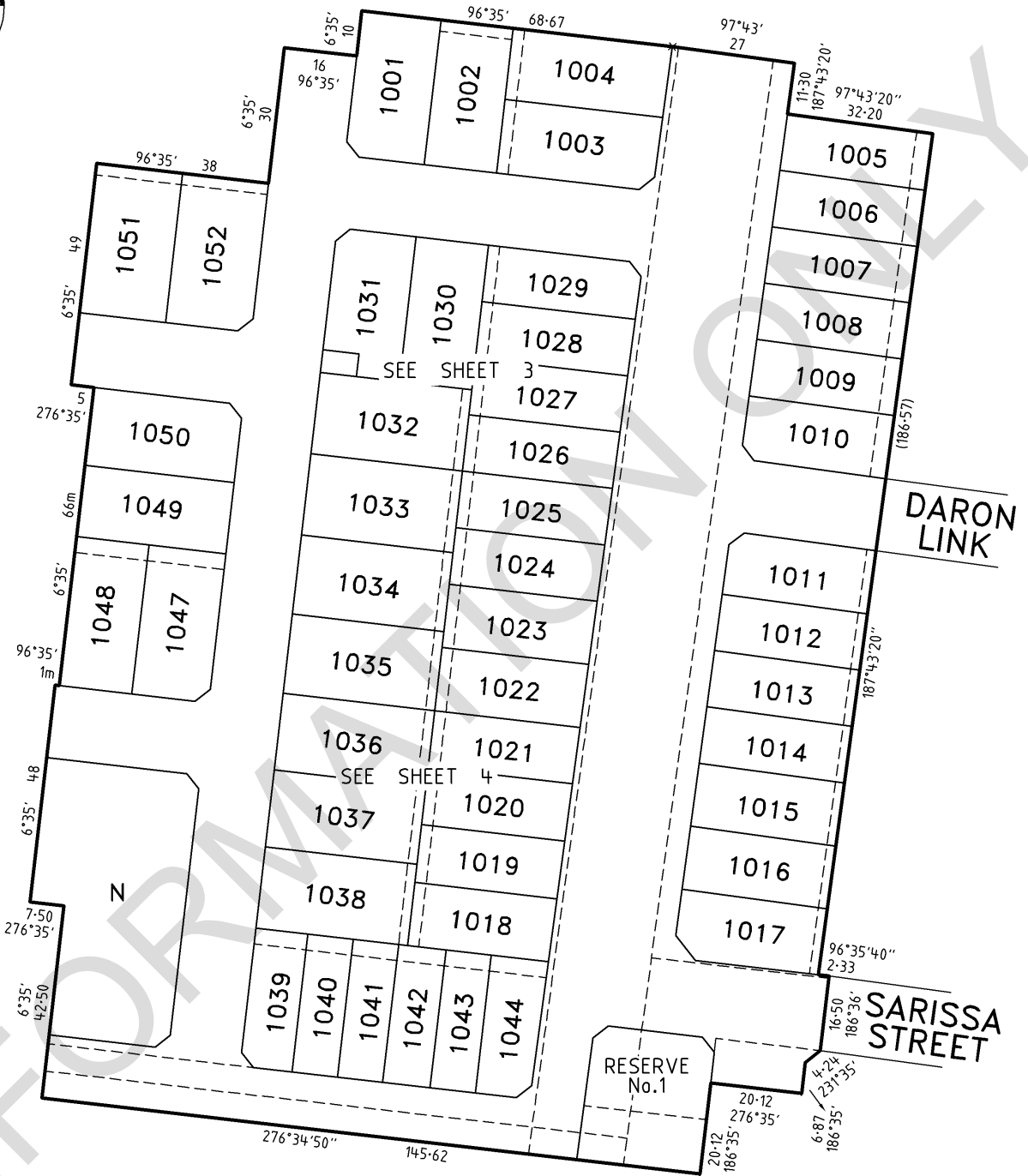
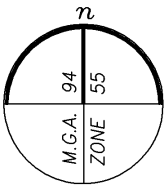
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The document is invalid if this cover sheet is removed or altered.

| | | | | |
|--|---|---|--|---|
| PLAN OF SUBDIVISION | | Stage No. <hr/> | LRS use only EDITION 2 | Plan Number PS 634223T |
| Location of Land Parish: KEELBUNDORA Township: - Section: - Crown Allotment: - Crown Portion: 24 (PART) Title Reference: VOL 11202 FOL 817 Last Plan Reference: LOT F ON PS634222V Postal Address: 50F GILLWELL ROAD (at time of subdivision) LALOR, 3075 MGA Co-ordinates E 322 340 Zone: 55 (of approx. centre of land in plan) N 5 829 380 | | Council Certification and Endorsement Council Name: WHITTLESEA CITY COUNCIL Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / / | | |
| Vesting of Roads and/or Reserves | | Notations | | |
| Identifier | Council/Body/Person | Staging This is /is not a staged subdivision Planning Permit No. | | |
| ROAD R1 | WHITTLESEA CITY COUNCIL | Depth Limitation DOES NOT APPLY LOTS 1 TO 1000, LOTS 1045 AND 1046 AND LOTS A TO M (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN EASEMENTS E-3 & E-6 TO E-10 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN LAND SUBDIVIDED - 4.060ha Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) 108, 609 & MMB8263 In Proclaimed Survey Area No. - | | |
| RESERVE No.1 | WHITTLESEA CITY COUNCIL | | | |
| RESERVE No.2 | SPI ELECTRICITY PTY LTD | | | |
| NOTATIONS: THE LAND IN THIS PLAN HAS CARRIAGEWAY RIGHTS OVER APPURTENANT EASEMENTS A-1 & A-2 AS SHOWN ON PS519650R & CREATED BY INSTRUMENT No. AE875662M, AND ALSO OVER EASEMENTS E-3, E-4 AND E-5 AS SHOWN AND CREATED ON PS619106J, AND OVER EASEMENTS E-7 AND E-8 AS SHOWN AND CREATED ON PS622423C, AND OVER EASEMENTS E-1, E-11 AND E-13 AS SHOWN AND CREATED ON PS634222V. THIS IS A SPEAR PLAN | | | | |
| Easement Information | | | | |
| Legend: | | E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road) | | |
| Subject Land | Purpose | Width (metres) | Origin | Land Benefited/In Favour Of |
| E-1 E-1 | TRANSMISSION PIPELINE CARRIAGEWAY | SEE DIAG SEE DIAG | C/E INSTRUMENT K118974 PS634222V | GAS AND FUEL CORPORATION OF VICTORIA LOTS ON PS634222V |
| E-2 E-2 | DRAINAGE SEWERAGE | SEE DIAG SEE DIAG | THIS PLAN THIS PLAN | WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LIMITED |
| E-4 E-4 | CARRIAGEWAY CARRIAGEWAY | SEE DIAG SEE DIAG | PS622438N PS634222V | LOT 1 ON PS622438N LOTS ON PS634222V |
| E-5 E-5 E-5 | CARRIAGEWAY TRANSMISSION PIPELINE POWERLINE | SEE DIAG SEE DIAG SEE DIAG | PS622438N C/E INSTRUMENT K118974 PS630159W - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 PS634222V | LOT 1 ON PS622438N GAS AND FUEL CORPORATION OF VICTORIA SPI ELECTRICITY PTY LTD |
| E-5 E-11 | CARRIAGEWAY POWERLINE | SEE DIAG SEE DIAG | PS630159W - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 PS634222V | SPI ELECTRICITY PTY LTD LOTS ON PS634222V |
| E-12 E-12 | POWERLINE TRANSMISSION PIPELINE CARRIAGEWAY | SEE DIAG SEE DIAG SEE DIAG | PS630159W - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 C/E INSTRUMENT K118974 PS634222V | SPI ELECTRICITY PTY LTD GAS AND FUEL CORPORATION OF VICTORIA LOTS ON PS634222V |
| E-13 E-13 | POWERLINE CARRIAGEWAY CARRIAGEWAY | SEE DIAG SEE DIAG SEE DIAG | PS630159W - SECTION 88 ELECTRICITY INDUSTRY ACT 2000 PS622438N PS634222V | SPI ELECTRICITY PTY LTD LOT 1 ON PS622438N LOTS ON PS634222V |
| MOSAIC LIVING - STAGE 10 | | LRS use only Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date 23 / 5 / 12 LRS use only PLAN REGISTERED TIME 4:14 DATE 29 / 5 / 2012 S. Bobko Assistant Registrar of Titles Sheet 1 of 6 sheets | | |
| 50 LOTS AND BALANCE LOT N | | | | |
| Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992 | | LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DIGITALLY SIGNED DATE / / REF 6319103 22/08/11 VERSION K DWG 631910AK | | |
|  | | DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 | | |

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| PLAN OF SUBDIVISION | Stage No. <hr style="width: 50px; margin-left: 0;"/> | Plan Number PS 634223T |
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MOSAIC LIVING - STAGE 10

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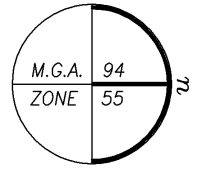
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| ORIGINAL | SCALE | <p>LENGTHS ARE IN METRES</p> |
| SCALE 1:1000 | SHEET SIZE A3 | |

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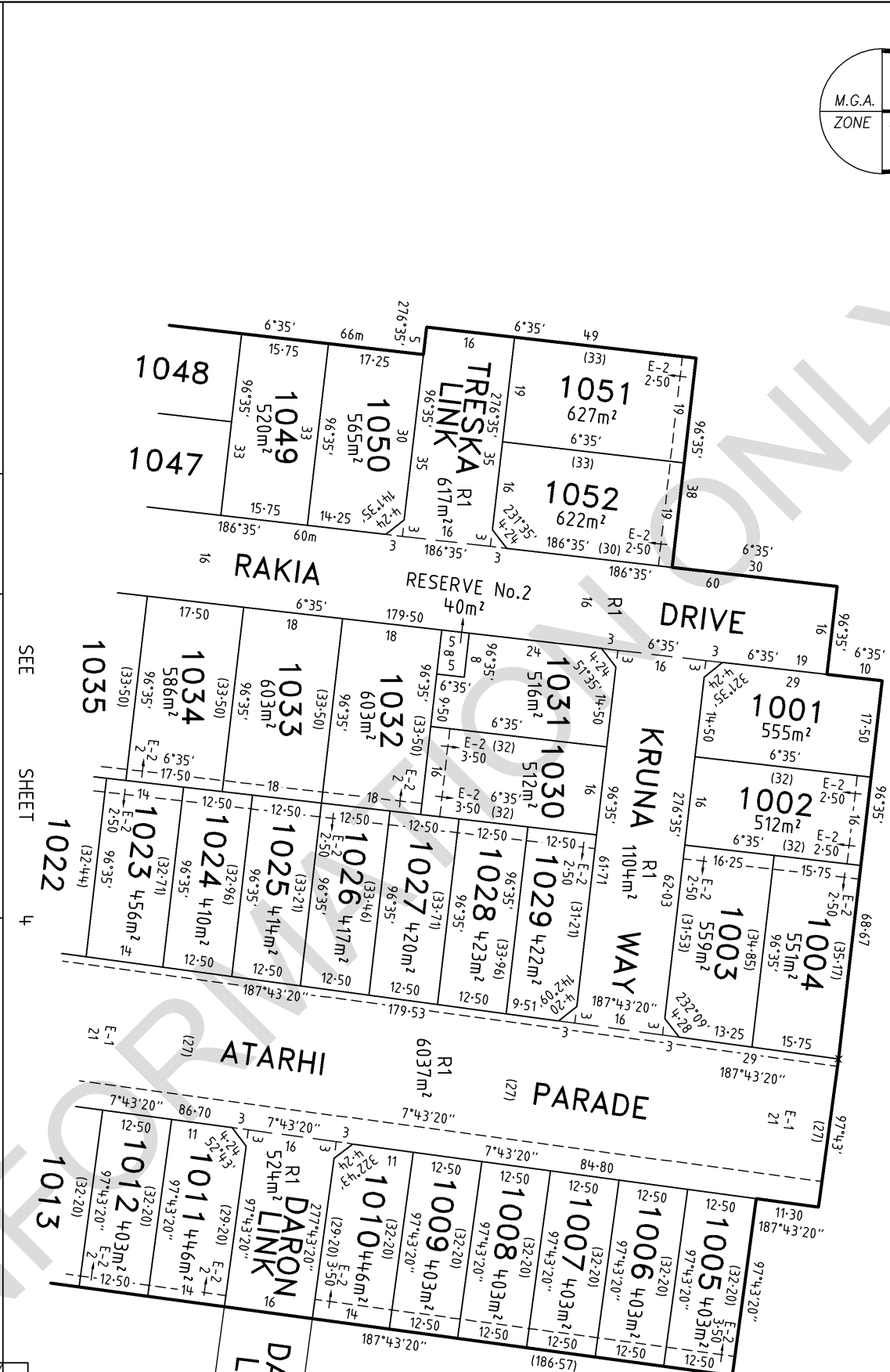


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 634223T



MOSAIC LIVING – STAGE 10

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ORIGINAL

SCALE

1:750

SHEET

A3

SCALE



LENGTHS ARE IN METRES

SEE

SHEET

4

Sheet 3

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ANDREW J. REAY

SIGNATURE

DIGITALLY SIGNED

REF 6319103

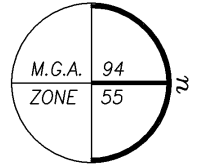
22/08/11

DWG 631910AK

VERSION K

DATE

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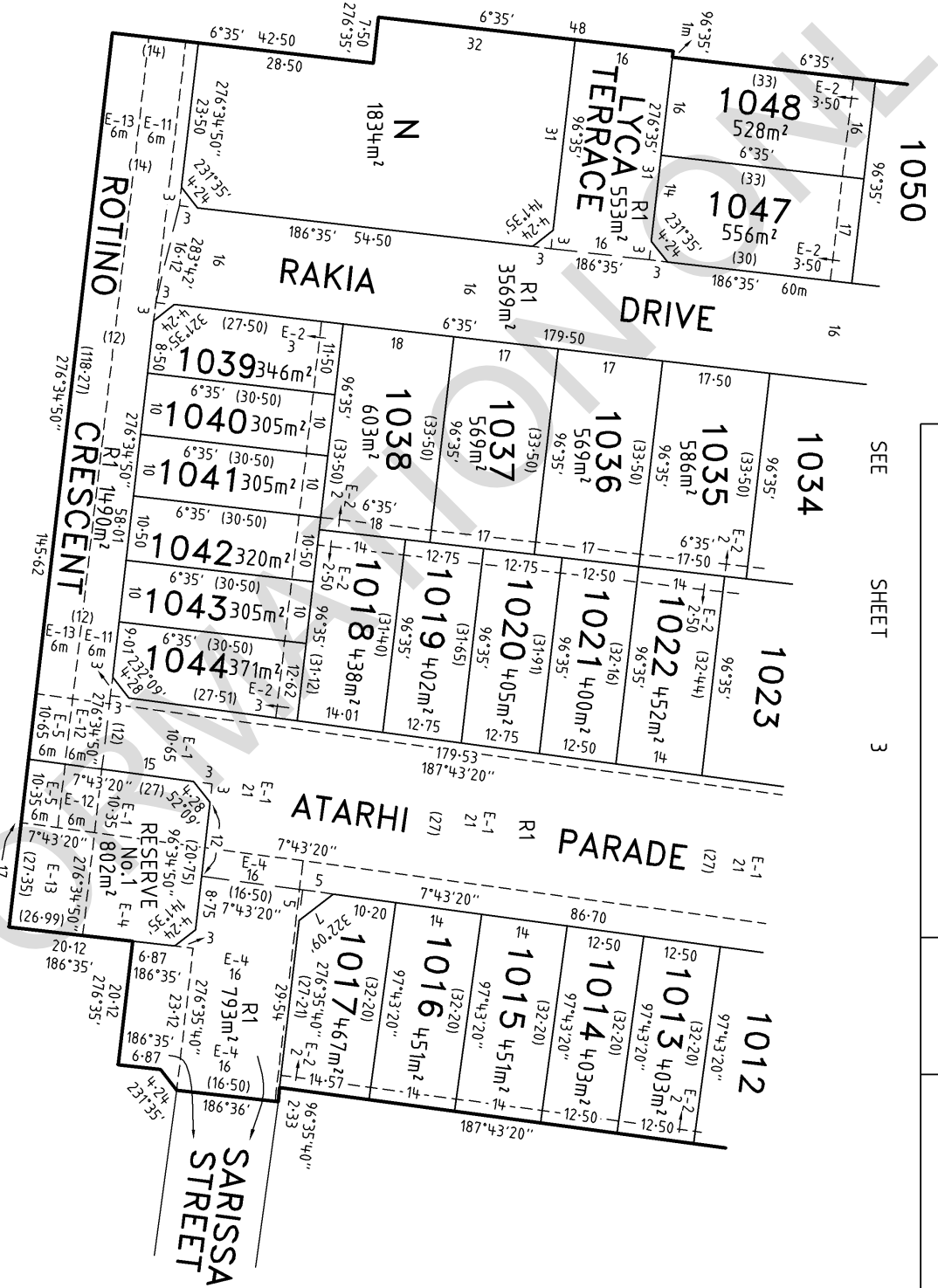
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 634223T

SEE SHEET 3



MOSAIC LIVING – STAGE 10

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ORIGINAL

SCALE

SHEET SIZE A3

1:750

LENGTHS ARE IN METRES



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REF 6319103

22/08/11 VERSION K

DWG 631910AK

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Sheet 4

| | | |
|----------------------------|--------------------|----------------------------------|
| PLAN OF SUBDIVISION | Stage No. <hr/> | Plan Number PS 634223T |
|----------------------------|--------------------|----------------------------------|

CREATION OF RESTRICTION A

Upon Registration of this plan the following restriction is created:

Land to benefit: Lots 1001 to 1044 and Lots 1047 to 1052 (all inclusive) on this plan.

Land to be burdened: Lots 1001 to 1044 and Lots 1047 to 1052 (all inclusive) on this plan (each lot being a "burdened lot").

DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors for the time being of any burdened lot must not:

- 1 build or permit to be built or remain on the lot any building other than a building that has been constructed in accordance with the endorsed memorandum of common provisions (MCP) registered in dealing no AA1988.
- 2 build or erect or permit to be built or erected or remain on the burdened lot or any part of it:
 - 2.1 any building or structure other than a building or structure which has been constructed in accordance with plans, drawings, designs and specifications which have first been approved in writing by Mosaic Design Review Committee in accordance with the "Mosaic Living House Design Guidelines" as amended from time to time; or
 - 2.2 any building or structure other than one which complies with the provisions of the Mosaic Living House Design Guidelines;
- 3 erect or allow any signs to remain on the burdened lot other than the following:
 - 3.1 where a dwelling constructed on the burdened lot has been completed and is offering for sale (but not if the burdened lot remains vacant or the dwelling is partly completed and is offering for sale) one real estate agent's "for sale" sign not exceeding 2.4 metres by 1.8 metres; or
 - 3.2 during the period of construction of a dwelling on the burdened lot signs of builders and tradespersons who are carrying out construction work on the burdened lot; or
 - 3.3 signs of builders advertising homes to be constructed by those builders on the burdened lot or on any other lot in the Development and offered for sale to members of the public, subject to obtaining the ABAH Group's prior written approval of those signs;
- 4 use the burdened lot or any part of it as a display home except with the Mosaic Design Review Committee's prior written consent;
- 5 park any trucks or commercial vehicles with a carrying capacity exceeding 1.5 tonnes on the burdened lot except on a temporary basis for the purpose of supplying goods to an occupier of the burdened lot or in connection with the construction of a dwelling-house on the burdened lot.

In this restriction "Development" means the land known as Mosaic Living, Gillwell Road, Lalor which includes the land in this plan.

This restriction shall cease to have effect on 31 December 2018.

MOSAIC LIVING – STAGE 10

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 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
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| | | | |
|-------------------------------|------------------------------------|---|--|
| ORIGINAL | SCALE | | Sheet 5 |
| SCALE SHEET SIZE A3 | SCALE LENGTHS ARE IN METRES | LICENSED SURVEYOR (PRINT) ANDREW J. REAY SIGNATURE DIGITALLY SIGNED DATE / / REF 6319103 22/08/11 VERSION K DWG 631910AK | DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3 |

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|----------------------------|---|----------------------------------|
| PLAN OF SUBDIVISION | Stage No. <hr style="width: 50px; margin: 0 auto;"/> | Plan Number PS 634223T |
|----------------------------|---|----------------------------------|

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of this plan.

Land to Benefit: Lots 1003 to 1029 and 1044 (all inclusive) on this plan
 Land to be Burdened: Lots 1003 to 1029 and 1044 (all inclusive) on this plan

Description of Restriction: No dwelling shall be constructed on each of Lots 1003 to 1029 and 1044 (all inclusive) where the specified floor level is less than that prescribed in the table hereunder related to the Australian Height Datum.

Table

| | |
|----------|-------------------|
| Lot 1003 | 120.72 metres AHD |
| Lot 1004 | 120.78 metres AHD |
| Lot 1005 | 120.77 metres AHD |
| Lot 1006 | 120.72 metres AHD |
| Lot 1007 | 120.63 metres AHD |
| Lot 1008 | 120.57 metres AHD |
| Lot 1009 | 120.45 metres AHD |
| Lot 1010 | 120.39 metres AHD |
| Lot 1011 | 120.18 metres AHD |
| Lot 1012 | 120.06 metres AHD |
| Lot 1013 | 119.95 metres AHD |
| Lot 1014 | 119.93 metres AHD |
| Lot 1015 | 119.88 metres AHD |
| Lot 1016 | 119.88 metres AHD |
| Lot 1017 | 119.69 metres AHD |
| Lot 1018 | 119.51 metres AHD |
| Lot 1019 | 119.57 metres AHD |
| Lot 1020 | 119.64 metres AHD |
| Lot 1021 | 119.65 metres AHD |
| Lot 1022 | 119.83 metres AHD |
| Lot 1023 | 119.92 metres AHD |
| Lot 1024 | 120.08 metres AHD |
| Lot 1025 | 120.25 metres AHD |
| Lot 1026 | 120.36 metres AHD |
| Lot 1027 | 120.40 metres AHD |
| Lot 1028 | 120.46 metres AHD |
| Lot 1029 | 120.59 metres AHD |
| Lot 1044 | 119.44 metres AHD |

MOSAIC LIVING – STAGE 10

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| |
|-------------------------------------|
| Sheet 6 |
| _____ DATE / / |
| _____ COUNCIL DELEGATE SIGNATURE |
| Original sheet size A3 |

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| ORIGINAL | SCALE |
| SCALE LENGTHS ARE IN METRES | SHEET SIZE A3 |

LICENSED SURVEYOR (PRINT) ANDREW J. REAY
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 6319103 22/08/11 VERSION K
 DWG 631910AK

**Plan of Subdivision PS634223T
Certifying a New Version of an
Existing Plan with Statement of
Compliance (Form 22)**



**City of
Whittlesea**

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S009727M
Plan Number: PS634223T
Council Name: Whittlesea City Council
Council Reference Number 1: 607437
Surveyor's Plan Version: K

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 25/10/2010
Date of previous recertifications under Section 11(7): 29/03/2011

Statement of Compliance

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

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Annelise Hughes
Organisation: Whittlesea City Council
Date: 23/05/2012

INFORMATION ONLY

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

967240

APPLICANT'S NAME & ADDRESS

INFOTRACK (SMOKEBALL) C/- LANDATA
DOCKLANDS

VENDOR

JORGENSEN, ROGER MARK

PURCHASER

.. .

REFERENCE

665856

This certificate is issued for:

LOT 1020 PLAN PS634223 ALSO KNOWN AS 11 ATARHI PARADE LALOR
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 20

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

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

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

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

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

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

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

28 September 2023

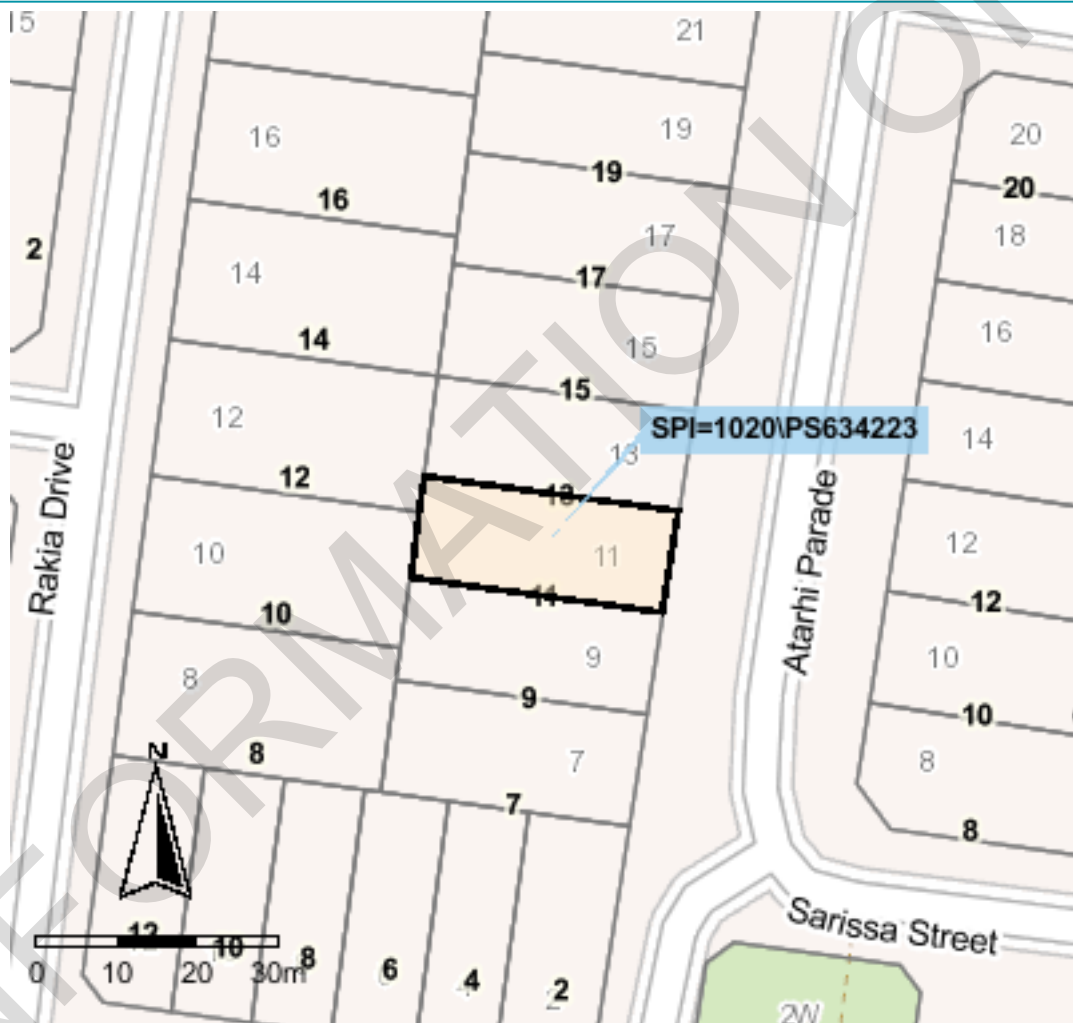
Sonya Kilkenny
Minister for Planning

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

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

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

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



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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

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

From www.planning.vic.gov.au at 09 October 2023 11:47 AM

PROPERTY DETAILS

Address: **11 ATARHI PARADE LALOR 3075**
Lot and Plan Number: **Lot 1020 PS634223**
Standard Parcel Identifier (SPI): **1020\PS634223**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **837773**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 8 C4**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

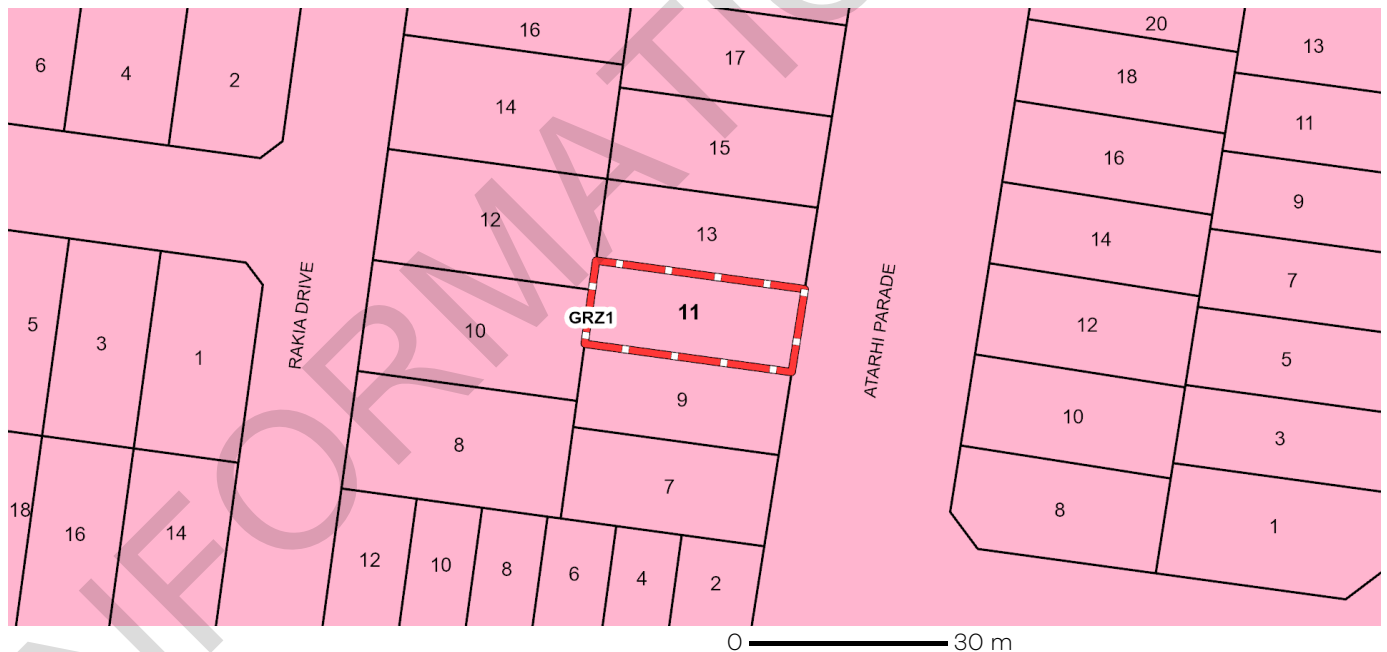
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



GRZ - General Residential

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 20 (DPO20)



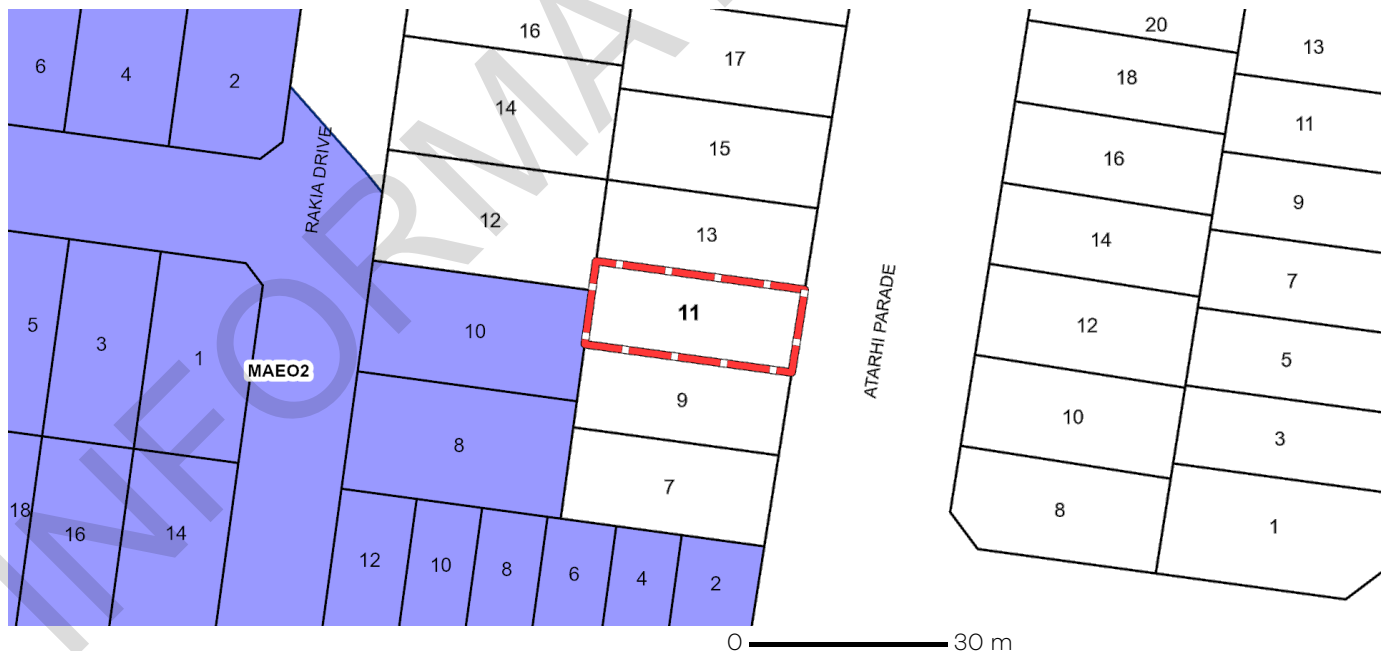
 **DPO - Development Plan Overlay**

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

MELBOURNE AIRPORT ENVIRONS OVERLAY (MAEO)



 **MAEO - Melbourne Airport Environs Overlay**

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

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

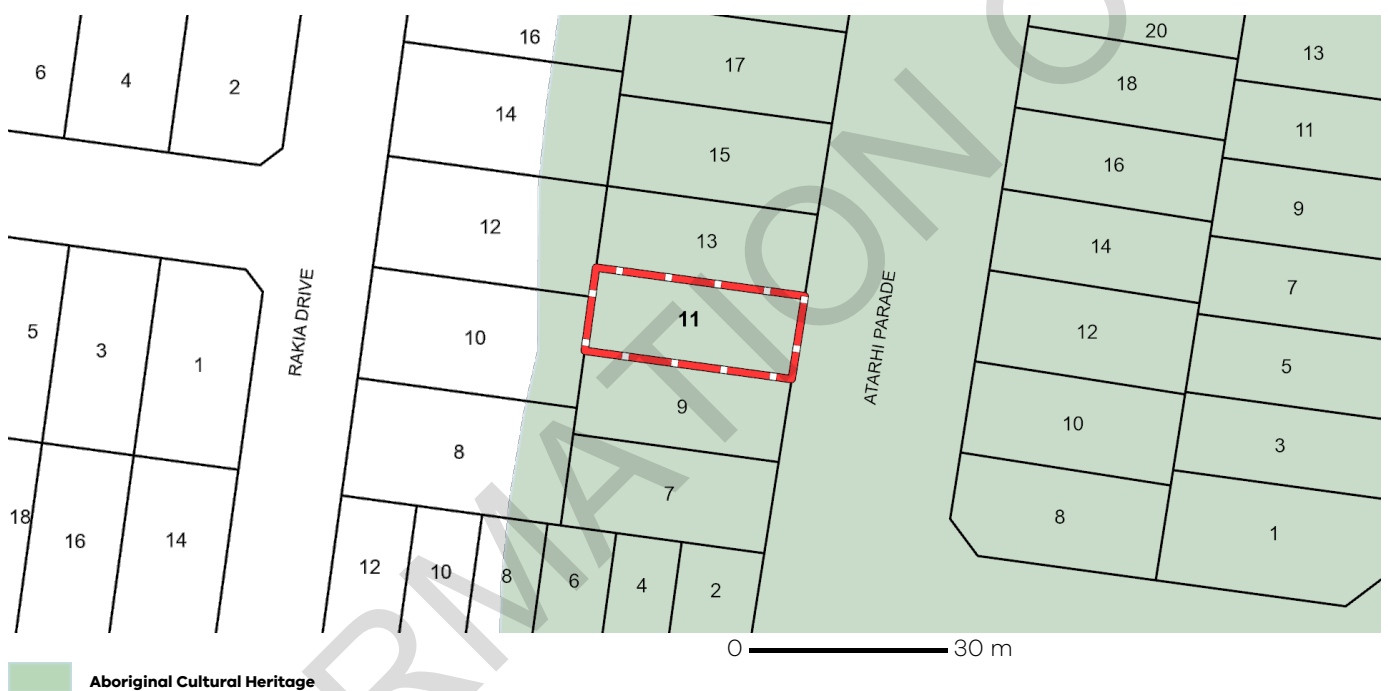
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 4 October 2023.

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

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

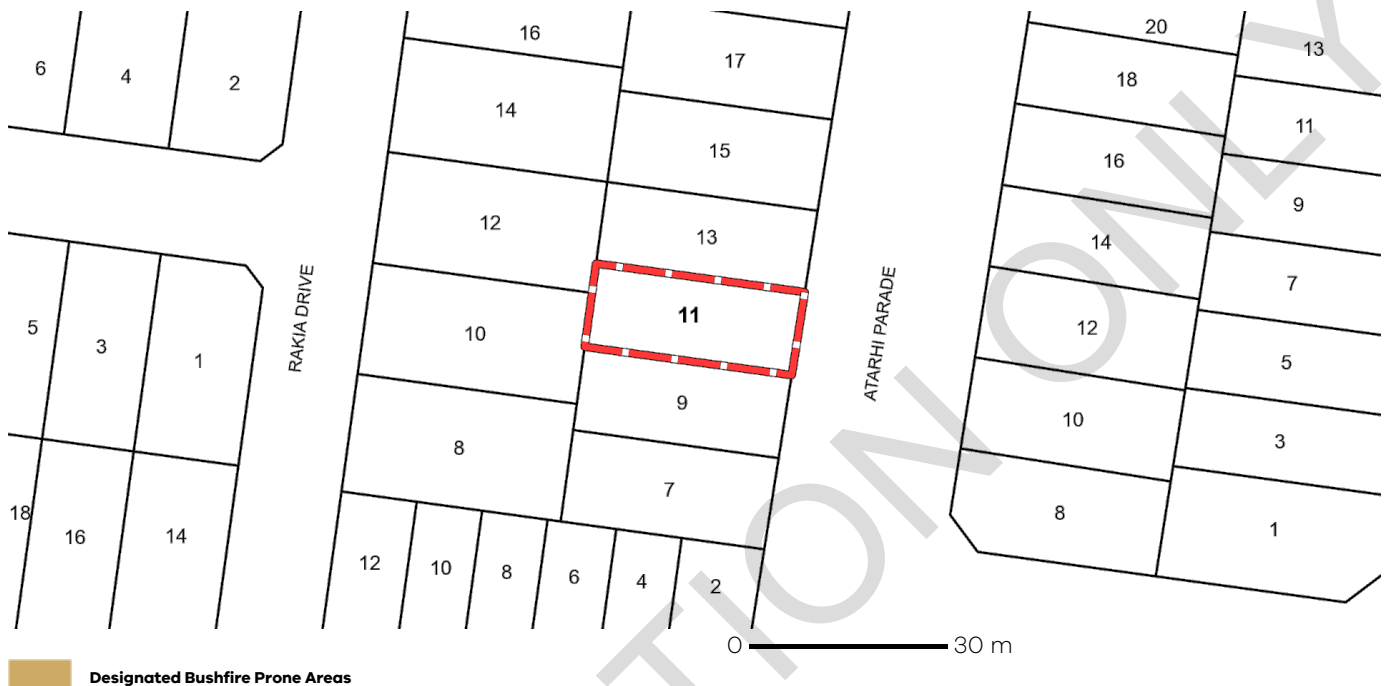
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Date of issue
02/10/2023

Assessment No.
837773

Certificate No.
154592

Your reference
70394007-015-6

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2024

Property location: 11 Atarhi Parade LALOR 3075

Description: LOT: 1020 PS: 634223T

| Level of values date | Valuation operative date | Capital Improved Value | Site Value | Net Annual Value |
|----------------------|--------------------------|------------------------|------------|------------------|
| 1 January 2023 | 1 July 2023 | \$725,000 | \$430,000 | \$36,250 |

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

1. Rates, charges and other monies:

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

Rates & charges

| | |
|---|-------------------|
| General rate levied on 01/07/2023 | \$1,712.62 |
| Fire services charge (Res) levied on 01/07/2023 | \$125.00 |
| Fire services levy (Res) levied on 01/07/2023 | \$33.35 |
| Waste Service Charge (Res/Rural) levied on 01/07/2023 | \$171.45 |
| Waste Landfill Levy Res/Rural levied on 01/07/2023 | \$11.85 |
| Arrears to 30/06/2023 | \$0.00 |
| Interest to 02/10/2023 | \$0.00 |
| Other adjustments | \$0.00 |
| Less Concessions | \$0.00 |
| Sustainable land management rebate | \$0.00 |
| Payments | -\$515.27 |
| Balance of rates & charges due: | \$1,539.00 |

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due **\$1,539.00**

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

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref 837773



Phone 1300 301 185
Ref 837773



Billers Code **5157**
Ref 837773

28th September 2023

InfoTrack (Smokeball) C/- LANDATA
LANDATA

Dear InfoTrack (Smokeball) C/- LANDATA,

RE: Application for Water Information Statement

| | |
|------------------------------------|--|
| Property Address: | 11 ATARHI PARADE LALOR 3075 |
| Applicant | InfoTrack (Smokeball) C/- LANDATA LANDATA |
| Information Statement | 30797617 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 665856 |

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|-----------------------------|
| Property Address | 11 ATARHI PARADE LALOR 3075 |
|------------------|-----------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

| | |
|------------------|-----------------------------|
| Property Address | 11 ATARHI PARADE LALOR 3075 |
|------------------|-----------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

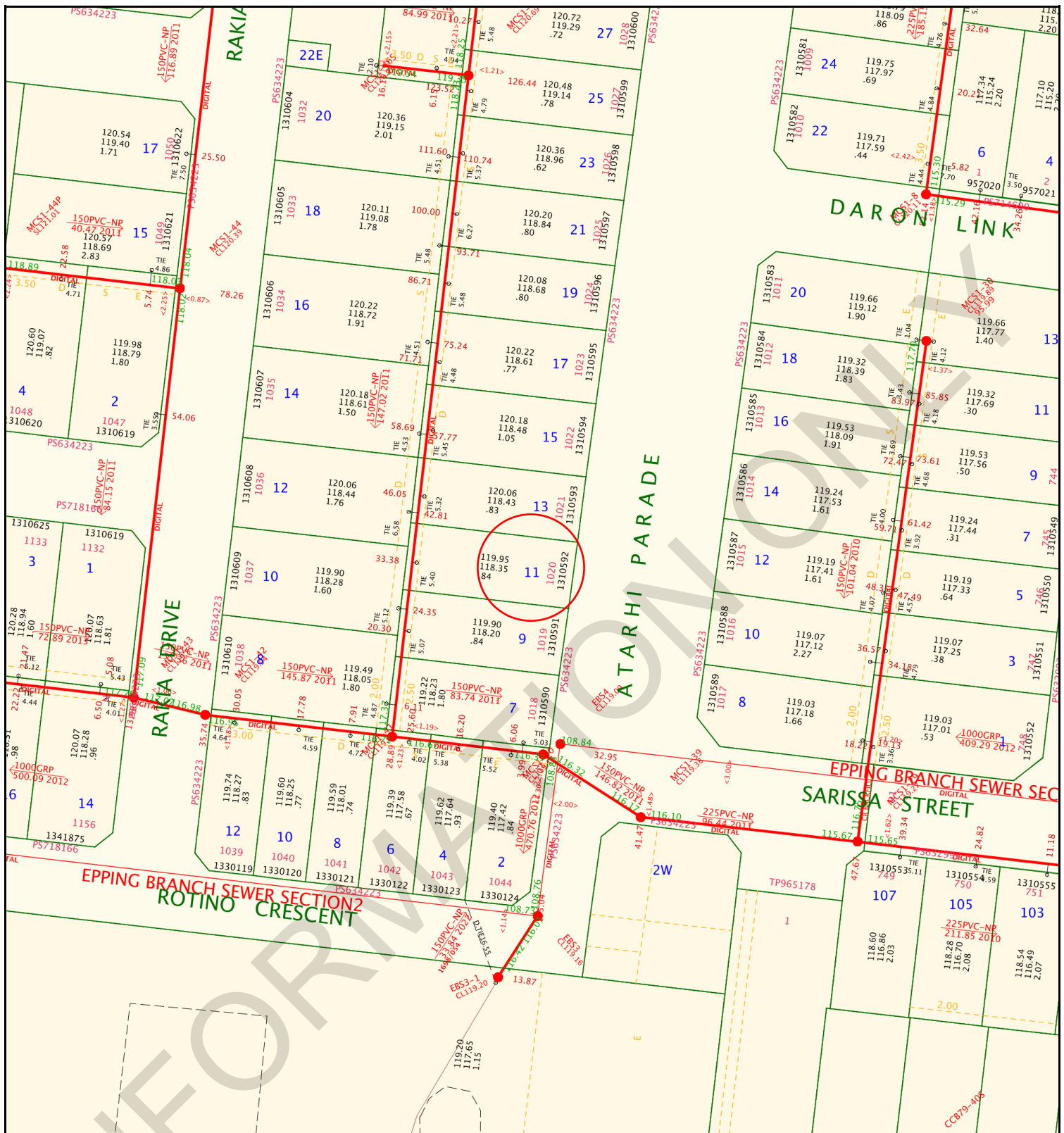
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.















Yarra Valley Water
Information Statement
Number: 30797617

| | |
|----------------|-----------------------------|
| Address | 11 ATARHI PARADE LALOR 3075 |
| Date | 28/09/2023 |
| Scale | 1:1000 |



Yarra Valley Water
 ABN 93 066 902 501

| | | | | | |
|-----------------|---|---------------------|---|------------------------------------|--|
| Existing Title |  | Access Point Number | GLV2-42 | MW Drainage Channel Centreline |  |
| Proposed Title |  | Sewer Manhole |  | MW Drainage Underground Centreline |  |
| Easement |  | Sewer Pipe Flow |  | MW Drainage Manhole |  |
| Existing Sewer |  | Sewer Offset | <1.00> | MW Drainage Natural Waterway |  |
| Abandoned Sewer |  | Sewer Branch |  | | |

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

InfoTrack (Smokeball) C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9296078641
Rate Certificate No: 30797617

Date of Issue: 28/09/2023
Your Ref: 665856

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|-------------------------------|---------------|-----------------|---------------|
| 11 ATARHI PDE, LALOR VIC 3075 | 1020\PS634223 | 5023724 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|--|-------------------------------------|----------|-------------|
| Residential Water Service Charge | 01-07-2023 to 30-09-2023 | \$20.26 | \$0.00 |
| Residential Sewer Service Charge | 01-07-2023 to 30-09-2023 | \$115.72 | \$0.00 |
| Parks Fee * | 01-07-2023 to 30-09-2023 | \$21.33 | \$0.00 |
| Drainage Fee | 01-07-2023 to 30-09-2023 | \$29.70 | \$0.00 |
| Usage Charges are currently billed to a tenant under the Residential Tenancy Act | | | |
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| No further charges applicable to this property | | | |
| Balance Brought Forward | | | \$0.00 |
| Total for This Property | | | \$0.00 |

Please note, from 1 July 2023:

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



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

Property No: 5023724

Address: 11 ATARHI PDE, LALOR VIC 3075

Water Information Statement Number: 30797617

HOW TO PAY



Bill Code: 314567
Ref: 92960786419

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / LUSH LEGAL

| | |
|-----------------|-------------|
| Your Reference: | 232066 |
| Certificate No: | 67065916 |
| Issue Date: | 28 SEP 2023 |
| Enquiries: | ESYSPROD |

Land Address: 11 ATARHI PARADE LALOR VIC 3075

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|------|--------|--------|-------|-------------|
| 39833725 | 1020 | 634223 | 11355 | 665 | \$0.00 |

Vendor: ROGER JORGENSEN
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------|------|---------------|------------------|------------------|--------|
| MR ROGER MARK JORGENSEN | 2023 | \$430,000 | \$1,506.44 | \$0.00 | \$0.00 |


Comments: Land Tax of \$1,506.44 has been assessed for 2023, an amount of \$1,506.44 has been paid.

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------------------|------|---------------|------------------|------------------|-------|
|-------------------------------------|------|---------------|------------------|------------------|-------|

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

| | |
|---------------------------------|---------------|
| CAPITAL IMPROVED VALUE: | \$725,000 |
| SITE VALUE: | \$430,000 |
| CURRENT LAND TAX CHARGE: | \$0.00 |

Notes to Certificate - Land Tax

Certificate No: 67065916

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$635.00

Taxable Value = \$430,000

Calculated as \$375 plus (\$430,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67065916

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 67065916

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / LUSH LEGAL

| | |
|-----------------|-------------|
| Your Reference: | 232066 |
| Certificate No: | 67065916 |
| Issue Date: | 28 SEP 2023 |

Land Address: 11 ATARHI PARADE LALOR VIC 3075

| Lot | Plan | Volume | Folio |
|------|--------|--------|-------|
| 1020 | 634223 | 11355 | 665 |

Vendor: ROGER JORGENSEN

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 67065916

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 67065912

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 67065912

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 665856

NO PROPOSALS. As at the 28th September 2023, 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®.

11 ATARHI PARADE, 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: 28th September 2023

Telephone enquiries regarding content of certificate: 13 11 71