

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

©

# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address: 17 DENNIS STREET, LALOR VIC 3075**

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the *Estate Agents (Contracts) Regulations 2008*; and
- Vendor's Statement required by Section 32(1) of the *Sale of Land Act 1962*, as attached

and in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of this contract.

The authority of a person signing –

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

must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....  
..... on ...../...../20.....

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

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

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

**SIGNED BY THE VENDOR:** .....  
..... on ...../...../20.....

**Print name(s) of person(s) signing:** ELIZABETH KIRSCH.....

State nature of authority, if applicable: **As Attorney for Norma Brazzale**.....

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

### IMPORTANT NOTICE TO PURCHASERS

**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 or within 3 clear business days before or after a publicly advertised auction;
- 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.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

INFORMATION ONLY

I CERTIFY THAT THIS IS A TRUE COPY OF THE GRANT OF THE ENDURING POWER OF ATTORNEY OF WHICH IT PURPORTS TO RELATE AND THAT THE GRANTEE HAS NOT BEEN REMOVED.

**ENDURING POWER OF ATTORNEY**

5/7/2023

Alfred Phillip Mayuka  
of 4/31 CONSTANCE COURT, EPPING  
An Australian Legal Practitioner within  
the meaning of the Legal Profession  
Uniform Law (Victoria)

THIS ENDURING POWER OF ATTORNEY is made on the

thirty First day of October 2023

by NORMA BRAZZALE

(your address) of 17 DENNIS ST LAUR VIC 3075

Under Section 114 of the Instruments Act 1958.

(your attorney's name)

1. I APPOINT ELIZABETH KIRSCH

(your attorney's address)

of 25 Telopea Cres Mill Park 3082

OR

(your first attorney's name if you're appointing two)

I APPOINT

(your first attorney's address)

of

(your second attorney's name)

and

(your second attorney's address)

of

(cross out what does not apply)

jointly (or jointly and severally) to be my attorney(s).

2. I AUTHORISE my attorney(s) to do on my behalf anything that I may lawfully authorise an attorney to do.

3. I DECLARE that this power of attorney shall continue to operate and have full force and effect even though I may subsequently become incapable.

SIGNED, SEALED AND DELIVERED BY: *Norma Brazzale*

WITNESSED BY:

(signature of witnesses)

(1) *Michalina Sirianni*

(2) *Fabrizio Brazzale*

(name of witnesses)

(1) MICHELINA SIRIANNI

(2) FABRIZIO BRAZZALE

(address of witnesses)

(1) 13 HENDERSON ST

(2) 13 HENDERSON ST

NORTHCOLE VIC 3040

NORTHCOLE VIC 3070

**IMPORTANT NOTICE TO PURCHASERS OF "OFF THE PLAN" PROPERTIES**

(a) subject to the limit set out by subsection (1)(b) of the *Sale of Land Act 1962* the purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract; and

(c) the value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.

(b) a substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and

\**Sale of Land Act 1962* section 9AA(1)(b) is as follows "the deposit moneys payable under the contract do not exceed 10 per cent of the purchase price of the lot".

**Particulars of sale**

**Vendor's estate agent:**

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

E-mail: sold@rataandco.com.au Tel: 9465 7766

**Vendor**

Name: ELIZABETH KIRSCH as Attorney for NORMA BRAZZALE Address

ABN/ACN: N/A

Email: N/A

**Vendor's legal practitioner or conveyancer**

Name: Alfred P Mayuka, Barrister & Solicitor

Address: P.O.Box 13001, Law Courts VIC 8010

Email: [AMa8976319@aol.com](mailto:AMa8976319@aol.com)

Tel: 0481268549 Ref: APM:CRS 23-4

**Purchaser**

Name:

Address:

ABN/ACN: .....

Email: .....

**Purchaser's legal practitioner or conveyancer**

Name:

Address:

Email:

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

**Land**(general conditions 3 and 9)

The land is –  
described in the table below –

Certificate of Title reference	being lot	on plan
Volume 8802 Folio 927	170	LP 84599

OR

described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.  
The land includes all improvements and fixtures.

**Property address**

The address of the land is: **17 DENNIS STREET, LALOR VIC 3075**

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings as inspected.....  
.....

**Payment** (general condition 11)

Price \$.....

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

Balance \$  
payable at settlement

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the *GST Act* or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Settlement** (general condition 10)

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

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box.

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

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

\*residential tenancy agreement for a fixed term ending on ...../...../20.....

OR

\*periodic residential tenancy agreement determinable by notice

OR

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

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)

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

Lender: .....

Loan amount: \$..... Approval date: ...../...../20.....

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

special conditions

INFORMATION ONLY

## Special Conditions

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

**Instructions:** *It is recommended that when adding further 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 this page; and*
- attach additional pages if there is not enough space.*

### Special condition 1 – Payment

General condition 11 is replaced with the following:

#### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorized deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any charge back 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 authorized deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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

**Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

**Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

**Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

**15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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.

15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:

- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

15A.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.

15A.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.

15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**Special condition 5A – GST withholding**

*[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not*

*failing within the parameters of section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cth)*

General condition 15B is added:

## 15B. GST WITHHOLDING

- 15B.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.
- 15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 The purchaser must:
- 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
  - ensure that the representative does so.
- 15B.5 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:
- 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;
  - 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
  - otherwise comply, or ensure compliance, with this general condition; despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties; and
  - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 15B.7 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 settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 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.
- 15B.10 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.

- 15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's 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.

15B.12 This general condition will not merge on settlement.

**Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

**Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 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.

- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.

- 8.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible— if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

**Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.

- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

**Special condition 10 – Bank guarantee**

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

- 10.3 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 30 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

**Special condition 11 – Building report**

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

**Special condition 12 – Pest report**

- 12.1 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;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.

- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
13. Clause 8 of the General Conditions does not apply.
14. In the event that the Purchaser of the property is a company (not listed on a recognised Stock Exchange) the Purchaser shall forthwith procure not less than two of its Directors to execute a Guarantee and Indemnity of the obligations of the Purchaser in the form of the Guarantee and Indemnity annexed hereto and marked with the letter "A".
15. The Purchaser warrants that the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) does not apply to the Purchaser or to this purchase. In the event that the Foreign Acquisitions and Takeovers Act 1975 applies to the Purchaser and to this purchase, in breach of warranty contained in this clause, the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as consequence thereof.
16. The transfer of land document must be prepared by the Purchaser and delivered to the Vendor at least 10 business days prior to settlement. The Vendor is not required to effect settlement until 10 business days after the transfer is given to the Vendor's lawyer if the Purchaser fails to give that transfer in accordance with this special condition.

The Purchaser will be taken to be in default in payment of the balance from the due date to the date settlement takes place, if pursuant to this special condition, the Vendor effects settlement after the due date.

**GUARANTEE AND INDEMNITY**

We, the Guarantors whose names addresses and descriptions are set out in the Schedule hereto (hereinafter called "the Guarantors") in consideration of the within named Vendors selling to the within named Purchaser at our request the property described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendors that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other moneys payable by the Purchasers to the Vendors under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchasers we will forthwith on demand by the Vendors pay to the Vendors the whole of such deposit residue of purchase money interest charges or other moneys which shall then be due and payable to the Vendors and as a separate and independent obligation we further jointly and severally undertake to keep the Vendors indemnified against all loss of purchase money interest and other moneys payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendors may incur by reason of any default as aforesaid or repudiation on the part of the Purchasers. This Guarantee and Indemnity shall be a continuing Guarantee and Indemnity and shall not be released by any neglect or forbearance on the part of the Vendors in enforcing payment of any of the moneys payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchasers for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

**SCHEDULE**

**Guarantors:**

- 1. Full Name:  
Address:  
Occupation:
  
- 2. Full  
Name:  
Address:  
Occupation:

**IN WITNESS** whereof the said Guarantors have hereunto set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
the said \_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )

**SIGNED SEALED AND DELIVERED** by \_\_\_\_\_ )  
the said \_\_\_\_\_ )

in the presence of: \_\_\_\_\_ )

## General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations* 2008

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### Title

#### 1. ENCUMBRANCES

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

#### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the

vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

- 2.6 If sections 137 and 137 C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) All domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) All materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

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

#### 4. SERVICES

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

#### 5. CONSENTS

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

#### 6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) Only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) Keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

#### 8. 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.

#### 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

### 10. SETTLEMENT

- 10.1 At settlement:
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in a nauthorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision ,the deposit:
- (a) must not exceed 10% of the price;and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash;or
  - (b) by cheque drawn on an authorised deposit-taking institution;or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution 'means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959(Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorized deposit-taking institution.If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 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 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.
- 12.2 The stake holder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stake holder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) Solely as a result of any action taken or intended to be taken by the purchaser after the day of sale,including a change of use;or
  - (b) if the particulars of sale specify that the supply made under this contract is of land on

which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

- (c) if the particulars of sale specify that the supply made under this contract is 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.

- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) The vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) The parties agree that this contract is for the supply of a going concern; and
  - (b) The purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) The vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

#### 14. LOAN

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

#### 15. ADJUSTMENTS

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

#### Transactional

#### 16. TIME

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

#### 17. SERVICE

- 17.1 Any document sent by—
- (a) Post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) Email is taken to have been served at the time of receipt within the meaning of section 13 A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or

- (b) by pre-paid post;or
- (c) in any manner authorized by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner;or
- (d) by email.

17.3 This general condition applies to the service of any demand,notice or document by or on any party,whether the expression 'give' or 'serve' or any other expression is used.

**18. NOMINEE**

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

**19. LIABILITY OF SIGNATORY**

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

**20. GUARANTEE**

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

**21. NOTICES**

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

responsibility where action is required before settlement.

## 22. INSPECTION

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

## 23. TERMS CONTRACT

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

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

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

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

## 24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

vendor after settlement.

- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stake holder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 25. BREACH

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

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

## Default

## 26. INTEREST

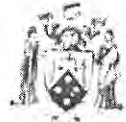
Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

## 27. DEFAULT NOTICE

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

## 28. DEFAULT NOT REMEDIED

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



This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the Sale of Land Act 1962 as at 1 October 2014.

# Vendor Statement

## Instructions for completing this document

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

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

Delete as appropriate wherever an asterisk (\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate. Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land

17 DENNIS STREET, LALOR VIC 3075

+ Vendor's name

ELIZABETH KIRSCH as Attorney for NORMA BRAZZALE

Date

/ /

+ Vendor's signature

+ Vendor's name

Date

/ /

+ Vendor's signature

+ Purchaser's name

Date

/ /

1. FINANCIAL MATTERS

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

(a)  Their total does not exceed:

\$4,000

Authority	Amount	Interest (if any)
(1) Whittlesea City Council Rates	\$	
(2) Yarra Valley Water Rates	\$	
(3) State Revenue Authority	\$	

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

Not Applicable

13 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

14 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: Not Applicable

**32 Road Access**

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

**33 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'

**34 Planning Scheme**

The required specified information is as follows:

- (a) Name of planning scheme Whittlesea Planning Scheme
- (b) Name of responsible authority Whittlesea City Council
- (c) Zoning of the land Residential 1 Zone

**4. NOTICES**

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

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

Not Applicable

**42 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,

NIL

if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

**43 Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the

NIL

*Land Acquisition and Compensation Act* 1986 are as follows:

**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.

OR

6.2 \*Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 \*The owners corporation is an inactive owners corporation.<sup>1</sup>

**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:

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

**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**

<sup>1</sup>inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any meeting.

### 10.1 Unregistered Subdivision

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

### 10.2 Staged Subdivision

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

- (a)  Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:  
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows: NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:  
NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

*(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to*

*Mortgage) applies)*

INFORMATION ONLY

## Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

#### Is the property subject to an owners corporation?

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

#### Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination

at the site and whether this may prevent you from doing certain things to or on the land in the future.

### **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 overtime.

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.

INFORMATION ONLY

<b>Date of issue</b> 27/06/2023	<b>Assessment No.</b> 125377	<b>Certificate No.</b> 151889	<b>Your reference</b> 80057672:119231538
------------------------------------	---------------------------------	----------------------------------	---

Dye & Durham Australia Pty Ltd  
PO Box 447  
SOUTH MELBOURNE VIC 3205

## Land information certificate for the rating year ending 30 June 2023

**Property location:** 17 Dennis Street LALOR 3075  
**Description:** LOT: 170 LP: 84599

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2022	1 July 2022	\$750,000	\$525,000	\$37,500

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

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

Rates and charges were declared with effect from 1 July 2022 and are payable by quarterly instalments due 30 Sep. (1<sup>st</sup>), 30 Nov. (2<sup>nd</sup>), 28 Feb. (3<sup>rd</sup>) and 31 May (4<sup>th</sup>) or in a lump sum by 15 Feb.

#### Rates & charges

General rate levied on 01/07/2022	\$1,738.98	
Food/Green waste bin charge levied on 01/07/2022	\$87.63	
Fire services charge (Res) levied on 01/07/2022	\$117.00	
Fire services levy (Res) levied on 01/07/2022	\$39.75	
Waste Service Charge (Res/Rural) levied on 01/07/2022	\$130.20	
Arrears to 30/06/2022	\$0.00	
Interest to 27/06/2023	\$0.00	
Other adjustments	-\$0.01	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$2,641.55	
<b>Balance of rates &amp; charges due:</b>		<b>-\$528.00</b>

#### Property debts

Other debtor amounts

#### Special rates & charges

nil

<b>Total rates, charges and other monies due</b>	<b>-\$528.00</b>
--	------------------

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

Council Offices  
25 Ferres Boulevard, South Morang VIC 3752  
Mail to: Locked Bag 1, Bundoora MDC VIC 3083  
Phone: 9217 2170  
National Relay Service: 133 677 (ask for 9217 2170)  
Email: info@whittlesea.vic.gov.au

Free telephone interpreter service



**131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

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

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

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

**3. Notices and orders:**

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

No Orders applicable.

**4. Specified flood level:**

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

**5. Special notes:**

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

***Interest penalty on late payments***

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

**6. Other information:**



Authorising Officer

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

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

---

Payment can be made using these options.



[www.whittlesea.vic.gov.au](http://www.whittlesea.vic.gov.au)  
Ref 125377



Phone 1300 301 185  
Ref 125377



Biller Code 5157  
Ref 125377

Register Search Statement - Volume 8802 Folio 927

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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 08802 FOLIO 927

Security no : 124107144761G  
Produced 26/06/2023 01:56 PM

LAND DESCRIPTION

Lot 170 on Plan of Subdivision 084599.  
PARENT TITLE Volume 07460 Folio 040  
Created by instrument LP084599 01/12/1969

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
NORMA BRAZZALE of 17 DENNIS STREET LALOR VIC 3075  
AR990367H 08/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT D797923 07/08/1970

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

DIAGRAM LOCATION

SEE LP084599 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: 17 DENNIS STREET LALOR VIC 3075

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information  
via LANDATA® System. Delivered at 26/06/2023, for Order Number 80057672. Your reference: CRS 23-4.



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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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.

Produced 26/06/2023 01:57:16 PM

Status	Registered	Dealing Number	AR990367H
Date and Time Lodged	08/03/2019 10:00:00 AM		

### Lodger Details

Lodger Code	21191U
Name	LOGDEX
Address	
Lodger Box	
Phone	
Email	
Reference	2191890 BRAZZALE (LA

## NOTICE OF DEATH / SURVIVORSHIP

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest held by deceased  
FEE SIMPLE

Land Title Reference  
8802/927

### Deceased Registered Proprietor

Given Name(s)	SEVERINO
Family Name	BRAZZALE

### Applicant Registered Proprietor

Given Name(s)	NORMA
Family Name	BRAZZALE
Address	
Street Number	17
Street Name	DENNIS
Street Type	STREET
Locality	LALOR
State	VIC
Postcode	3075



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

The applicant applies to be registered as the proprietor of the estate and/or interest in the land specified held jointly with the deceased.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	NORMA BRAZZALE
Signer Name	DONNA SMYTHE
Signer Organisation	LODGEX
Signer Role	CONVEYANCING PRACTICE
Execution Date	08 MARCH 2019

### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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D797923

D797923

\*\*\*\*\*10.00 RT/O 2-16 772304 AUG-7-70

70/1 REGD

MAURICE J. BROPHY, O'DEA & CO.



DD797923-1-2

VICTORIA

TRANSFER OF LAND

MERAL NOMINEES PTY. LIMITED of 258 Flinders Lane Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of THREE THOUSAND FIVE HUNDRED AND FORTY EIGHT DOLLARS paid to it by EDWARD HAMILTON WYMER Wool Classer and LORNA WYMER Married Woman both of 300 Sydney Road Coburg DO TH HEREBY TRANSFER to the said Edward Hamilton Wymer and Lorna Wymer as joint tenants all its estate and interest in ALL THAT piece of land being Lot 170 on Plan of Subdivision No. 84599 lodged in the Office of Titles Parish of Keelbundora County of Bourke and being the whole of the land comprised in Certificate of Title Volume 8802 Folio 927 AND the transferees with the intent that the benefit of this covenant shall be attached to and run at law and in equity with each and any of the ~~lots~~ lots on the said Plan of Subdivision other than the lot hereby transferred and that the burden of covenant shall be annexed to and run at law and in equity with the land hereby transferred DO HEREBY for themselves and their heirs executors administrators and transferees the registered proprietor or proprietors of the land hereby transferred and as separate covenants COVENANT with the transferor its successors and assigns and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and each and every part thereof other than the lot hereby transferred that they the transferees the registered proprietor or proprietors for the time being of the land hereby transferred shall not at any time erect construct or build or cause to be erected or constructed or built or allow to remain erected or constructed or built on the said land or any part thereof any dwelling house or other building of any material other than brick brick veneer or stone and this covenant shall be noted on the Certificate of Title to be issued pursuant to this transfer.

DATED: the 14<sup>th</sup> day of July One thousand nine hundred and seventy.

Handwritten initials and scribbles in the top left margin.

Handwritten initials 'NLS' in the middle left margin.

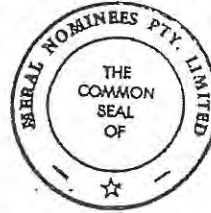
RECORDS SECTION

JUL-24-70 236815 40464

LEA1015\*\*\*\*\*15:00

M

THE COMMON SEAL of MERAL NOMINEES )  
PTY. LIMITED was hereunto affixed )



in the presence of:

*[Handwritten signature]*

..... Director

*[Handwritten signature]*

..... Secretary

SIGNED by the said EDWARD HAMILTON )  
WYMER and LORNA WYMER in Victoria)

*Edward H. Wymer*

in the presence of:

*Lorna Wymer*

*Neil J. Goodger*

ENCUMBRANCES REFERRED TO:

As set out at the foot of the said Certificate of Title.

INFORMATION ONLY



DD797923-2-9

DATED:

1970.

MERAL NOMINEES  
PTY. LIMITED

to

E.H. & L. WYMER

TRANSFER OF LAND

MAVRICE J. BROPHY, O'DEA & CO.,  
Solicitors,  
281 Sydney Road,  
COBURG. 3058 36 3374

A memorandum of the within Instrument  
has been entered in the Register Book.



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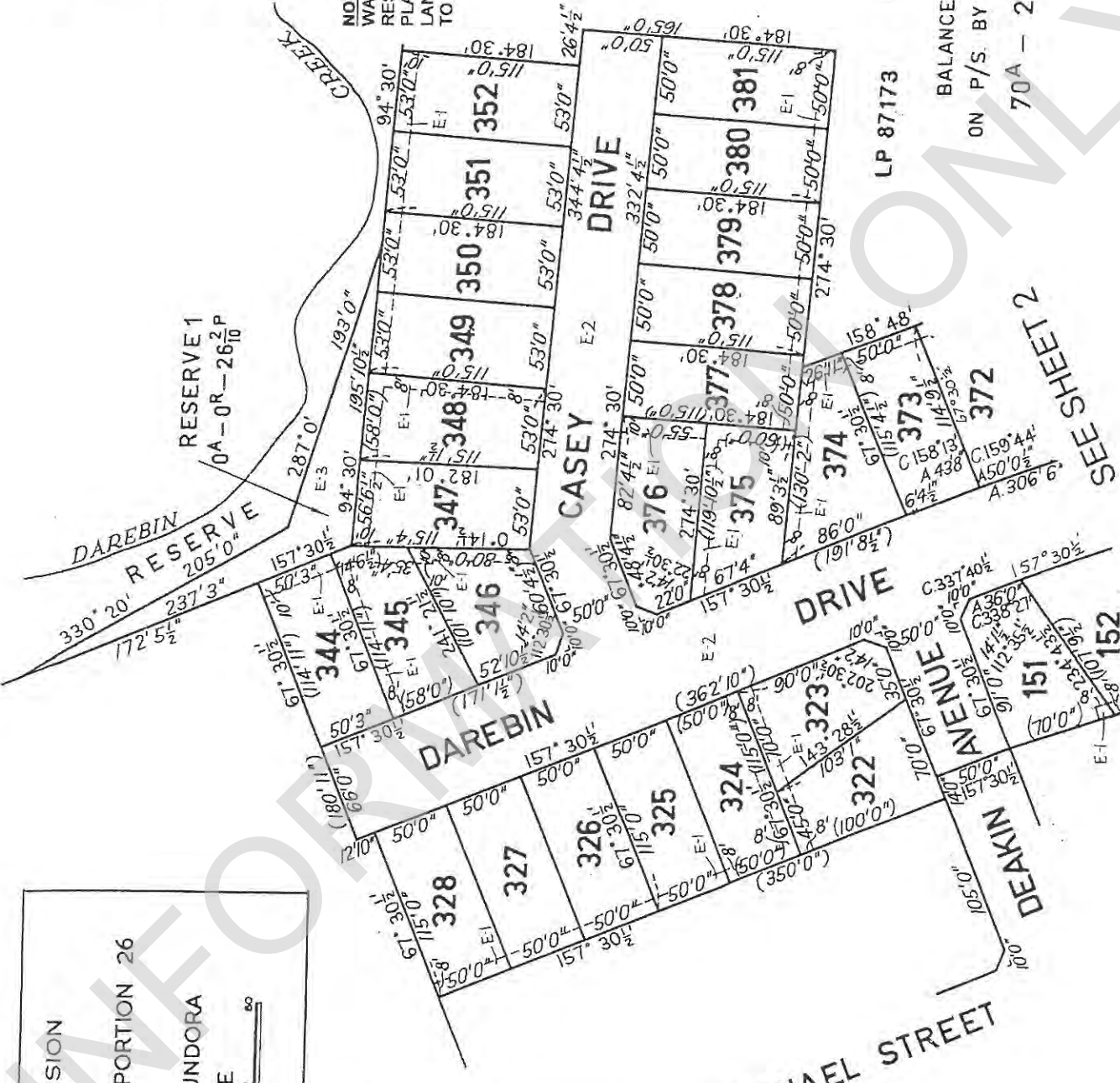
LP 84599

EDITION 3  
PARISH CHART 31

APPROVED 4/9/69  
COLOUR CONVERSION  
BLUE = E-1  
GREEN = E-2

**NOTATIONS**

WATERWAY NOTATION:  
RESERVE No. 1 IN THIS  
PLAN MAY ABUT CROWN  
LAND THAT MAY BE SUBJECT  
TO A CROWN LICENCE TO USE



LP 87173 C

BALANCE OF LOT B  
ON P/S BY ME 82538  
70A - 2R - 30 5/10

2 SHEETS  
SHEET 1

**PLAN OF SUBDIVISION**

PART OF CROWN PORTION 26

PARISH: KEELBUNDORA

COUNTY: BOURKE

SCALE OF FEET  
0 40 80

APPROPRIATIONS
Drainage & Sewerage... Blue & Green
Drainage, Sewerage & Way... Brown
ENCUMBRANCES & OTHER NOTATIONS
The land coloured green is reserved for Recreational Purposes
Reference Marks (Iron Pipes) have been placed at the corners of all street intersections.

LP 84599

2 SHEETS  
SHEET 2

LIST OF MODIFICATIONS			
LAND MODIFICATION	DEALING NO:	A.R.T.	NEW EDM
LOT 166	SUBDIVISION	PS 347337	2
RES	RECTIFICATION	AH42521DM	3



Register Search Statement - Volume 8802 Folio 927

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

VOLUME 08802 FOLIO 927

Security no : 124107144761G  
Produced 26/06/2023 01:56 PM

LAND DESCRIPTION

Lot 170 on Plan of Subdivision 084599.  
PARENT TITLE Volume 07460 Folio 040  
Created by instrument LP084599 01/12/1969

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
NORMA BRAZZALE of 17 DENNIS STREET LALOR VIC 3075  
AR990367H 08/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT D797923 07/08/1970

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

DIAGRAM LOCATION

SEE LP084599 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: 17 DENNIS STREET LALOR VIC 3075

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 26/06/2023, for Order Number 80057672. Your reference: CRS 23-4.



Volume 08802 Folio 927

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Page 1 / 1

Produced 22/03/2019

10:40 hr

CERTIFICATE OF TITLE - VICTORIA

Under the Transfer of Land Act 1958

I certify that the registered proprietor is the proprietor of the estate and interest in the land subject to the encumbrances, caveats and notices described

Jan Jreson



REGISTRAR OF TITLES

LAND DESCRIPTION

Lot 170 on Plan of Subdivision 084599.  
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DIAGRAM LOCATION

SEE LP084599 FOR FURTHER DETAILS AND BOUNDARIES

END OF CERTIFICATE



THIS CERTIFICATE CONTAINS INFORMATION CORRECT AT THE TIME OF PRINTING.  
CURRENT INFORMATION SHOULD BE OBTAINED BY A SEARCH OF THE REGISTER.

# Property Clearance Certificate

## Land Tax



ALFRED P MAYUKA VIA DYE & DURHAM PROPERTY PTY LTD  
LEVEL 20, 535 BOURKE STREET  
MELBOURNE VIC 3000

Your Reference: 80057672:119231539

Certificate No: 65949465

Issue Date: 26 JUN 2023

Enquiries: ESYSPROD

Land Address: 17 DENNIS STREET LALOR VIC 3075

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13771824	170	84599	8802	927	\$0.00

Vendor: NORMA BRAZZALE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS SEVERINO BRAZZALE	2023	\$525,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt LTX Principal Place of Residence.

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:	\$750,000
SITE VALUE:	\$525,000
CURRENT LAND TAX CHARGE:	\$0.00

# Notes to Certificate - Land Tax

Certificate No: 65949465

## 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 = \$825.00

Taxable Value = \$525,000

Calculated as \$375 plus ( \$525,000 - \$300,000) multiplied by 0.200 cents.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 65949465

### Telephone & Internet Banking - BPAY

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 65949465

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

Property Clearance Certificate updates are available at [sro.vic.gov.au/certificates](http://sro.vic.gov.au/certificates)



YARRA VALLEY WATER  
ABN 51 065 907 501

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

F (03) 9672 1353

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

26th June 2023

Alfred P Mayuka via Dye & Durham Property Pty Ltd  
DYEDURHAM

Dear Alfred P Mayuka via Dye & Durham Property Pty Ltd,

**RE: Application for Water Information Statement**

Property Address:	17 DENNIS STREET LALOR 3075
Applicant	Alfred P Mayuka via Dye & Durham Property Pty Ltd DYEDURHAM
Information Statement	30775948
Conveyancing Account Number	2469580000
Your Reference	CRS 23-4

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

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

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

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES



YARRA VALLEY WATER  
ASN 93 966 902 301

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

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F (03) 9872 1353

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

**Yarra Valley Water Property Information Statement**

Property Address	17 DENNIS STREET 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.



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PHN 03 068 552 531

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yvw.com.au

**Melbourne Water Encumbrance**

Property Address	17 DENNIS STREET LALOR 3075
------------------	-----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

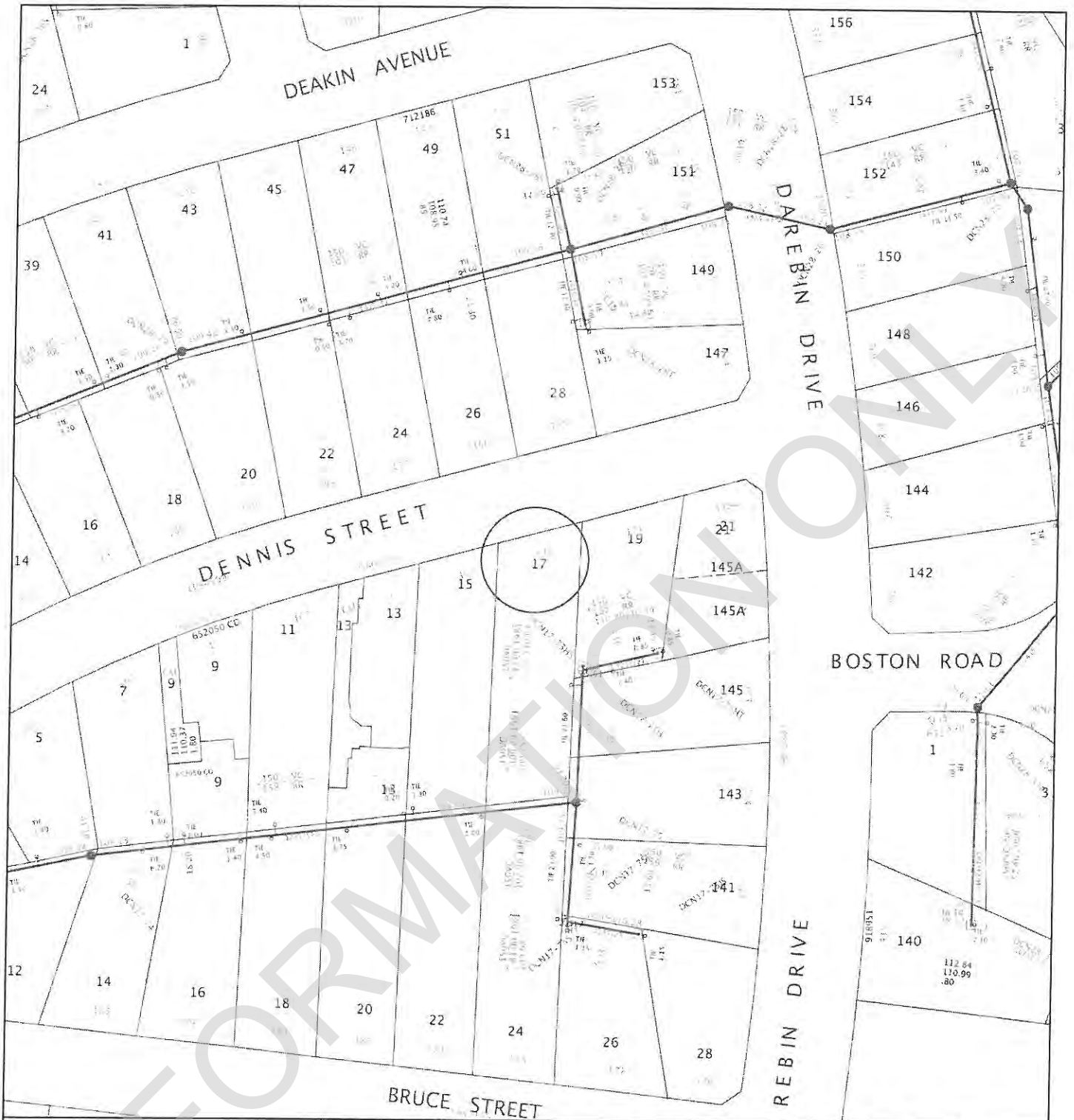
**THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)**
















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.



<b>Yarra Valley Water</b> <b>Information Statement</b> <b>Number: 30775948</b>	Address	17 DENNIS STREET LALOR 3075			 <b>Yarra Valley Water</b> ABN 93 066 902 501
	Date	26/06/2023			
	Scale	1:1000			
Existing Title	 Access Point Number	GLV2-42	MW Drainage Channel Centreline		<b>Disclaimer:</b> 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;
Proposed Title	 Sewer Manhole		MW Drainage Underground Centreline		
Easement	 Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	 Sewer Offset		MW Drainage Natural Waterway		
Abandoned Sewer	 Sewer Branch				



YARRA VALLEY WATER  
ABN 66 056 402 501

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yvw.vic.gov.au

Alfred P Mayuka via Dye & Durham Property Pty Ltd  
DYEDURHAM  
property.certificates@dyedurham.com

**RATES CERTIFICATE**

Account No: 1816997123  
Rate Certificate No: 30775948

Date of Issue: 26/06/2023  
Your Ref: CRS 23-4

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
17 DENNIS ST, LALOR VIC 3075	170\LP84599	1230244	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2023 to 30-06-2023	\$19.70	\$0.00
Residential Sewer Service Charge	01-04-2023 to 30-06-2023	\$112.45	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$0.00
Drainage Fee	01-04-2023 to 30-06-2023	\$27.34	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
No further charges applicable to this property			
<b>Balance Brought Forward</b>			\$0.00
<b>Total for This Property</b>			\$0.00
<b>Total Due</b>			\$0.00

  
GENERAL MANAGER  
RETAIL SERVICES

**Note:**

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also 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.
3. 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.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. 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.

6. 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.

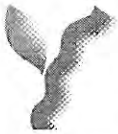
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre

9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

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



Yarra Valley Water

YARRA VALLEY WATER  
ASN 33 036 562 621

Lucknow Street  
Mitcham Victoria 3132

Private Bag 1  
Mitcham Victoria 3132

DX 13204

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

Property No: 1230244

Address: 17 DENNIS ST, LALOR VIC 3075

Water Information Statement Number: 30775948

HOW TO PAY



Billers Code: 314567  
Ref: 18169971238

Amount Paid

Date Paid

Receipt Number

# RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997

## Conditions of Agreement

Please initial all boxes

1. **This Agreement** is made on the date specified in item 1 in the Schedule hereto **between** the **Landlord** whose name address is specified in item 2 in the Schedule whose agent is specified in item 3 in schedule the and the **Tenant** whose name and address is specified in item 4 in the Schedule.

### Premises and Rent

The **Landlord** lets to the **Tenant** the Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule of which the first instalment is payable on the date specified in item 7 of the Schedule and payable by the **Tenant** to the party specified in item 8 in the Schedule.

### Bond

The **Tenant** shall pay a Bond of the amount specified in item 9 of the Schedule to the **Landlord/Agent** on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the **Landlord/Agent** must lodge the Bond with the Residential Tenancies Authority within 10 business days of receiving the Bond.

### Fixed Term Tenancy

The term of this Agreement shall be as specified in item 11 of the Schedule **Commencement** on the date specified in item 12 in the Schedule and **Ending** on the date specified in item 13 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

OR

### Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

## 2. Condition of the Premises

The **Landlord** shall make sure that the premises are maintained in good repair.

## 3. Damage to the Premises

- (a) The **Tenant** shall make sure that care is taken to avoid damaging the rented premises.
- (b) The **Tenant** must take reasonable care to avoid damaging the premises and any common areas.
- (c) The **Tenant** who becomes aware of damage to the rented premises must give notice to the **Landlord** of any damage to the premises as soon as practicable.

## 4. Cleanliness of the premises

- (a) The **Landlord** shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the **Tenant** shall enter in to occupation of the premises.
- (b) The **Tenant** shall keep the premises in a reasonably clean condition during the period of Agreement.

## 5. Use of premises

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

## 6. Quiet Enjoyment

The **Landlord** shall take all reasonable steps to make sure that the **Tenant** has quiet enjoyment of the premises.

X *Simon Wrentham*

Tenant/s Signed

Date: 04-11-2019

X *Corinne De Bono*

Tenant/s Signed

Date: 04-11-2019

X

Tenant/s Signed

Date:

X

Tenant/s Signed

Date:

**7. Assignment or sub-letting**

- (a) The **Tenant** shall not assign or sub-let the whole or any part of the premises without the written consent of the **Landlord**. The **Landlord's** consent shall not be unreasonably withheld.
- (b) The **Landlord** shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or changes incurred by the **Landlord** in relation to the preparation of an assignment in writing of this Agreement

**8. Residential Tenants Act 1997**

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act 1997 for further right and duties).

**Additional Terms**

**Additional terms which do not take away the right and duties included in the Residential Tenants Acts 1997 may be set out in this Section.**

- 9. The **Tenant** shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
- 10. The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **Tenant** shall pay the **Landlord** all increased premiums and all other expenses incurred as a consequence of any breach of this term.
- 11. The **Tenant** agrees to pay the **Landlord** any excess amount charged or any additional premium charged by the **Landlord's** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premise
- 12. The **Tenants** shall indemnify the **Landlord** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **Tenant** or anyone on the premises with consent of the **Tenant**. Without limiting the generality of the foregoing, the **Tenant** shall indemnify the **Landlord** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **Tenant**.
- 13. The **Tenant** shall notify the **Landlord** or Agent immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
- 14. The **Tenants** shall indemnify the **Landlord** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **Tenant**, or the **Tenant's** servants, **Agents** and/or invitees.
- 15. The **Tenant** shall not paint or affix any sign or any antenna on the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the **Landlord** or **Agent**.
- 16. The **Tenant** acknowledges that it is the **Tenant's** responsibility upon the termination of the Agreement to deliver the keys to the premises to the **Agent's** office and to continue paying rent until such time as the keys are delivered.
- 17. The **Tenant** shall not use the premises for any purpose other than for residential purposes without the written consent of the **Landlord**.
- 18. The **Tenant** 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.
- 19. The **Tenant** shall not keep any animal, bird or pet on the premises without the written consent of the **Landlord**. (Note: written consent of the Body Corporate Committee will be necessary in an own-your-own unit).
- 20. The **Tenant** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection by the Local Council or Health Department and returned to its allotted place.
- 21. The **Tenant** shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
- 22. The **Tenant** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
- 23. The **Tenant** shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

X *Simon Weranthe*

Tenant/s Signed

Date: 04-11-2019

X *Carmine DeLuca*

Tenant/s Signed

Date: 04-11-2019

X

Tenant/s Signed

Date:

X

Tenant/s Signed

Date:

24. The **Tenant** shall allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'to let' during the last month of the term of the Agreement. The **Tenant** shall also allow the **Landlord** or his **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 **Landlord** or his **Agent** to present the property to prospective purchasers or **Tenants** upon 24 hours' notice or by Agreement with the **Tenant** and the **Landlord** or the **Landlord's Agent**.
25. The **Tenants** acknowledges that no promises, representations, warranties or undertaking have been given by the **Landlord** or **Agent** in relation to the suitability of the premises for the **Tenant's** purposes or in respect of the furnishing, fitting or appurtenances of the premises otherwise than as provided herein.
26. No consent or waiver of any breach by the **Tenant** of the **Tenant's** obligation under the Residential Act 1997 shall prevent the **Landlord** from subsequently enforcing any of the provision of the Agreement.
27. The **Tenant** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (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 **Tenant** shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the **Landlord**. The Standard Rules of the Subdivision (Body Corporate) Regulations, If not amended, apply to all Bodies Corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the **Landlord** may, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the **Tenant** at least 60 days notice of the increase.
29. This Agreement may be amended only by an Agreement in writing signed by the **Landlord** and the **Tenant**.
30. This **Tenant** shall at the **Tenant's** expense replace all lighting 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.
31. The **Tenant** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from property.
32. If the **Tenant** wishes to vacate the premises at the expiration of this Agreement the **Tenant** shall give the **Landlord** or **Agent** written notice of the **Tenant's** intention to vacate 28 days prior to the expiration of the Agreement. If the **Tenant** remains in occupation of the premise after the expiration of this Agreement and does not enter into a new fixed term Agreement the **Tenant** must give written notice of the **Tenant's** intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the **Tenant** gives notice.
33. The **Tenant** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the **Tenant** shall not refuse to pay rent on the ground that the **Tenant**, intends to regard as rent paid by the **Tenant**, the **Bond** or any part of the **Bond** paid in respect of the **Premises**. The **Tenant** acknowledges that failure to abide by this section of the Act renders the **Tenant** liable to a penalty.
34. The **Tenant** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycle in or around the property including common property. The **Tenant** 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 conditions forthwith.
35. The **Tenant** must:
- (a) check each smoke detector in the **Premises** weekly to confirm that is kept fully operational. These checks are to ensure the safety of the **Tenant** and the security of the **Premises**.
  - (b) immediately notify the **Landlord/Agent** of any faulty smoke detector (and confirm this advice to the **Landlord/Agent** in writing the day)
36. The **Tenant** acknowledges that the **Tenant** shall insure their possessions. The **Tenant** also acknowledges that the **Landlord's** insurance policy will not provide cover for such possessions.

X *Simon Wessell*

Tenant/s Signed

Date: 04-11-2019

X *Cosmine De Jongs*

Tenant/s Signed

Date: 04-11-2019

X

Tenant/s Signed

Date:

X

Tenant/s Signed

Date:

# SPECIAL CONDITIONS

1. The tenant(s) acknowledges that rent must be paid promptly in advance & received by the Agent on OR before the due date. Arrears are not permitted.
2. The tenant agrees to:-
  - (a) Accept the property in an "as is" condition and understands and accepts that the landlord is not obliged to make any improvements to the property;
  - (b) Maintain the property in a clean & tidy condition at all times;
  - (c) Not to damage or deface any walls, floors or ceilings of the property or to make;
  - (d) Not to smoke or allow visitors to smoke internally and all cigarette butts are to be disposed of in an ashtray outside;
  - (e) Protect all wooden floorboards by using adhesive padding on furniture;
  - (f) Any alterations and additions without the agent's prior consent.
3. The tenant must regularly test smoke detectors & immediately notify Landlord/Agent if faulty.
4. The tenant shall not keep any pets on the premises without prior consent from the Landlord. In the event that the owner does agree, no cats or dogs are permitted inside the premises.
5. The tenant shall be responsible to immediately report any malicious damages such as caused due to negligence, i.e. broken glass, plumbing blockages, holes in wall etc.
6. The tenant shall be responsible to immediately report any malicious damage to the Victorian Police Force and the Agent and supply a copy of the Police Report.
7. The tenants shall park cars only in designated areas not on lawn areas or front nature strips. Oil stains from these vehicles are the Tenant's responsibility.
8. The tenant must leave the property in a clean & tidy manner, in accordance with the Final Inspection Guide, with all carpets professionally steam or dry cleaned.
9. Water consumption charges are to be paid by the Tenant. The relevant authority is to be notified upon occupation & vacation by the tenant.
10. The tenant shall pay all bank fees and charges relating to dishonoured cheques or present again cheques.
11. In the event that the tenant breaks their lease they agree to pay \$250 advertising immediately and rent up to until the expiration date of the lease or until a new tenant takes possession – whichever is the sooner. Should the agent find a new tenant the tenant agrees to pay \$165 condition report fee and a re-letting expense that will be calculated pro-rata basis and paid to the agent when a new tenant is secured.
12. I/We, the tenants (s) agree to use the premises for person(s) only. The tenant shall not advertise the premises or use the whole or any part of the premises as short-term accommodation during the period of this agreement.
13. All maintenance must be submitted in writing via email and with photos attached.
14. I/We agree to provide Love & Co with my/our banking details for deduction of rental payments via direct debit.

*I/We, as the undersigned tenant(s), hereby declare that I/we have read and understand*

X *Simon Wrentham*

Tenant/s Signed

Date: 04-11-2019

X *Caroline De Silva*

Tenant/s Signed

Date: 04-11-2019

X

Tenant/s Signed

Date:

X

Tenant/s Signed

Date:

# LEASE SCHEDULE

<b>ITEM 1</b>	Date of Agreement:	12th April 2019
<b>ITEM 2</b>	Landlord:	Mrs N Brazzale
<b>ITEM 3</b>	Agent:	E. J. Love & Co Pty Ltd
	Address:	307 Spring Street, Reservoir 3073
	Contact:	Ph: 9460 6511 E: reservoir@lovere.com.au
<b>ITEM 4</b>	Tenant 1: <u>Simona Mercadante</u>	Tenant 3: _____
	<u>52 Pentland Drive EPPING VIC 3076</u>	_____
	Tenant 2: <u>Carmine De Stefano</u>	Tenant 4: _____
	<u>52 Pentland Drive EPPING VIC 3076</u>	_____
<b>ITEM 5</b>	Premises:	<u>17 Dennis Street</u>
		<u>LALOR VIC 3075</u>
		Including chattels (attach inventory if necessary)
<b>ITEM 6</b>	Rental:	<u>\$ 1651.00</u> per <u>calendar month</u>
		payable on <u>12th day</u> of each month
		From the <u>termination date</u> , the rent will be increased to <u>\$ TBA</u> per <u>calendar month</u>
<b>ITEM 7</b>	Commencing on:	12th April 2019
<b>ITEM 8</b>	Rental Payments	Via direct debit form attached
<b>ITEM 9</b>	Bond:	<u>\$ 1900.00</u> paid to Agent on <u>12th April 2019</u>
<b>ITEM 10</b>	Urgent Repairs:	The Landlord authorises the Agent to undertake urgent repairs up to \$1800.
<b>*Fixed Term Agreement:</b>		
<b>ITEM 11</b>	Term:	As per dates below
<b>ITEM 12</b>	Commencement Date:	12th April 2019
<b>ITEM 13</b>	Termination Date:	6th April 2020

By providing your email address, you hereby consent to receiving electronic correspondence from Love Real Estate, including, but not limited to general inspection notices, maintenance updates, lease renewals. Please ensure your email address is valid and you have Love Real Estate as a contact to ensure you receive all correspondence.

Signed by the Tenant(s):

Tenant 1: Simona Mercadante Tenant 2: Carmine De Stefano  
 Tenant 3: \_\_\_\_\_ Tenant 4: \_\_\_\_\_

Signed for & on behalf of the Landlord: Regina Aparo

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DATED

2023

ELIZABETH KIRSCH as Attorney for NORMA BRAZZALE

to

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CONTRACT OF SALE OF REAL ESTATE

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Property: 17 DENNIS STREET, LALOR VIC 3075

ALFRED P MAYUKA  
P.O.BOX 13001  
LAW COURTS VIC 8010

Tel: 0481268549

E-mail: AMa8976319@aol.com