

Contract of Sale of Land

Property

28 Breenview Place, Doreen VIC 3754

@ Copyright January 2024



Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)



Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

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

Disclaimer

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER

..... on

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

State nature of authority, if applicable: _____

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

SIGNED BY THE VENDOR

..... on

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

Joshua Joseph Brannelly and Vanessa Jayde Brannelly (formerly Moxon)

State nature of authority, if applicable: _____

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

Table of Contents

Particulars of Sale

Special Conditions

General Conditions

1	ELECTRONIC SIGNATURE
2	LIABILITY OF SIGNATORY
3	GUARANTEE
4	NOMINEE
5	ENCUMBRANCES
6	VENDOR WARRANTIES
7	IDENTITY OF THE LAND
8	SERVICES
9	CONSENTS
10	TRANSFER AND DUTY
11	RELEASE OF SECURITY INTEREST
12	BUILDER WARRANTY INSURANCE
13	GENERAL LAW LAND
14	DEPOSIT
15	DEPOSIT BOND
16	BANK GUARANTEE
17	SETTLEMENT
18	ELECTRONIC SETTLEMENT
19	GST
20	LOAN
21	BUILDING REPORT
22	PEST REPORT
23	ADJUSTMENTS
24	FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25	GST WITHHOLDING
26	TIME & CO-OPERATION
27	SERVICE
28	NOTICES
29	INSPECTION
30	TERMS CONTRACT
31	LOSS OR DAMAGE BEFORE SETTLEMENT
32	BREACH
33	INTEREST
34	DEFAULT NOTICE
35	DEFAULT NOT REMEDIED

Particulars of Sale

Vendor's estate agent

Name Stone Real Estate
 Address 1/75 Church Street, Whittlesea VIC 3757
 Email sheneabarclay@stonerealestate.com.au Ref Shenea Barclay
 Tel 9716 2000 Mob 0418 832 981 Fax _____

Vendor

Name Joshua Joseph Brannelly and Vanessa Jayde Brannelly (formerly Moxon)
 Address _____
 ABN/ACN _____
 Email _____

Vendor's legal practitioner or conveyancer

Name Bayberry & Weir Legal Pty Ltd
 Address PO Box 78, Patterson Lakes VIC 3197
 Email emma@bayberryweir.com.au Ref Emma Woodford
 Tel 8595 8040 Mob 0484 923 402 Fax _____

Purchaser's estate agent

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

Purchaser

Name _____
 Address _____
 ABN/ACN _____
 Email _____

Purchaser's legal practitioner or conveyancer

Name _____
 Address _____
 Email _____ Ref _____
 Tel _____ Fax _____ DX _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11107 Folio 880	611	PS542636D
Volume _____ Folio _____		
Volume _____ Folio _____		

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

The land includes all improvements and fixtures.

Property address

The address of the land is:

28 Breenview Place, Doreen VIC 3754

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

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

Payment

Price \$ _____

Deposit \$ _____ by ____ / ____ / _____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

~~GST (general condition 19)~~ Does not Apply

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

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

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

Lease (general condition 5.1)

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

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

a lease for a term ending on ____ / ____ / _____ with _____ options to renew, each of _____ years

OR

a residential tenancy for a fixed term ending on ____ 24 / ____ 09 / 2025

OR

a periodic tenancy determinable by notice

~~Terms contract (general condition 30)~~ Does not Apply

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than \$ _____ Approval date: ____ / ____ / _____

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special Conditions

GC 23 - special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

GC 28 - special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

See General Annexure Item 1

CONTRACT OF SALE OF LAND

GENERAL ANNEXURE

General Annexure Item 1

1. The Vendor makes no warranty or representation as to the condition of the Property . The Purchaser warrants to the Vendor that as a result of the Purchasers own inspections and enquiries concerning the Property and Goods sold with the land, the Purchaser is satisfied with and accepts the condition, quality and state of repair of the Property and Goods sold with the land as they are and subject to any defects, need for repair or infestation.
2. The Vendor does not warrant or represent that:
 - a. The Land is identical to the land described in the Particulars of Sale; or
 - b. The Property complies with any Laws affecting the Land and the requirements of any municipal or statutory authority.
3. The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the Property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims and/or demands in respect thereof. The Purchaser shall make no claim against the Vendor in relation to the Vendor's failure to comply with any one or more of those laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.
7. The Vendor will not be required to procure any building permit, building approval, final inspection, certificate of occupancy, or any other permits approvals or inspections in relation to the land or any improvements and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.
8. The Purchaser acknowledges that if there is swimming pool or spa on the Property which is or may be required to be fenced by building regulations, the Purchaser must comply, at the Purchasers cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
9. If the Property is offered for sale by public auction, the sale is subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules of the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
 - a) The Auctioneer may make one or more bids on behalf of the Vendor of the land at anytime during the Auction.
 - b) The Auctioneer may refuse any bid.
 - c) The Auctioneer may determine the amount by which bidding is to be advanced .
 - d) The Auctioneer may withdraw the Property from sale at any time .
 - e) The Auctioneer may refer a bid to the Vendor at any time before the conclusion of the Auction .
 - f) In the event of a dispute concerning a bid, the Auctioneer may re-submit the Property for sale at the last undisputed bid or start the bidding again.
 - g) If a reserve price has been set for the Property and the Property is passed in below that reserve price, the Vendor will first negotiate with the highest bidder for the purchase of the Property .

Form of Guarantee for Directors

To: The Vendor

1. Guarantor's acknowledgement

The Guarantor acknowledges that:

- (a) the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request;
- (b) if the Guarantor executes this Guarantee after the Vendor, the Guarantor gives this Guarantee for valuable consideration provided by the Vendor; and
- (c) before the Guarantor executed this Guarantee, the Guarantor read and understood the Contract and this Guarantee.

2. Meaning of the words

The meanings of the terms used in this document are set out below:

"Contract" means the attached contract of sale between the Vendor and the Purchaser, and any other agreement between the Vendor and the Purchaser concerning the property sold under the Contract;

"Guarantee" means this deed of guarantee and indemnity;

"Guaranteed Money" means the whole of the price, interest and other money payable under the Contract;

"Guarantor" means the Guarantor named in the Schedule;

"Guarantor's Obligations" means the obligations of the Guarantor under this Guarantee;

"Purchaser" means the person named as the purchaser in the Contract;

"Purchaser's Obligations" means the obligations of the Purchaser to:

- (a) pay the Guaranteed Money; and
- (b) comply with all the Purchaser's other obligations to the Vendor under the Contract;

"Vendor" means the person named as the vendor in the Contract.

3. Guarantee

- (a) The Guarantor guarantees to the Vendor:
 - (i) payment of the Guaranteed Money when it is due;
 - (ii) compliance with all the Purchaser's Obligations;
 - (iii) that the Guarantor will discharge any liability which the Purchaser has to the Vendor if the Vendor ends the Contract because of the Purchaser's default; and
 - (iv) if the Purchaser fails to pay any of the Guaranteed Money on time, the Guarantor will pay that money to the Vendor on demand.
- (b) If the Purchaser fails to comply with any of the Guaranteed Obligations, the Guarantor:
 - (i) indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the loss, damage, costs or expenses to the Vendor on demand.

4. Indemnity

- (a) The Guarantor indemnifies the Vendor against any loss, damage, costs or expenses the Vendor incurs because:
 - (i) the Purchaser's Obligations are wholly or partly unenforceable against the Purchaser for any reason including, but not limited to, the Purchaser lacking capacity or power to enter into the Contract, dying or becoming insolvent, or being affected by any other legal limitation, disability or incapacity;
 - (ii) the Purchaser claims a refund of any of the Guaranteed Money because of anything under clause 4(a)(i);
 - (iii) a payment to the Vendor under the Contract is held to be a preference, is set aside by a court, or is not effective because of the operation of a law;
 - (iv) the Purchaser's liability to pay any of the Guaranteed Money when due or to comply with any of the Purchaser's Obligations is released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way; or
 - (v) anything else occurs that would prevent the Vendor from recovering the Guaranteed Money under the guarantee in clause 3.

- (b) The Guarantor will pay to the Vendor on demand an amount equal to any loss, damage, costs or expenses for which the Guarantor indemnifies the Vendor under this clause 4.
- (c) The Guarantor's Obligations under the indemnity in this clause 4 are separate and independent from the Guarantor's Obligations under the guarantee in clause 3.

5. Guarantee is continuing and irrevocable

This Guarantee is a continuing security and is irrevocable until discharged according to its terms.

6. Principal obligations

- (a) The Guarantor's Obligations are principal obligations.
- (b) The Vendor need not, before enforcing the Guarantor's Obligations:
 - (i) make a demand on the Purchaser;
 - (ii) exercise any rights the Vendor has against the Purchaser; or
 - (iii) enforce any security the Vendor holds for performance of the Purchaser's Obligations.

7. Guarantor's obligations are unconditional

The Guarantor's Obligations are unconditional and will not be prejudiced or affected in any way if:

- (a) the Vendor, whether with or without the Guarantor's consent or knowledge:
 - (i) gives the Purchaser extra time to pay any of the Guaranteed Money or to perform any of the Purchaser's Obligations;
 - (ii) grants the Purchaser any other indulgence;
 - (iii) makes a revision agreement, composition, compromise or arrangement with the Purchaser or any other person; or
 - (iv) waives an obligation of the Purchaser or another Guarantor;
- (b) the Purchaser or another Guarantor dies or becomes insolvent;
- (c) there is a variation of the Contract or any contract substituted for it;
- (d) the Purchaser nominates a substitute or additional purchaser under the Contract;
- (e) the Vendor receives a payment which the Vendor does not have a legal right to retain;
- (f) now or in the future the Vendor holds any negotiable or other security from any person for payment of the Guaranteed Money or performance of the Purchaser's Obligations; or
- (g) the Vendor releases, exchanges, renews, modifies, varies or deals in any other way with any judgment, negotiable or other specialty instrument, or any other security the Vendor recovers, holds or may enforce for payment of the Guaranteed Money or performance of the Purchaser's Obligations, or makes an agreement at any time concerning any of these matters.

8. Guarantor waives rights as surety

The Guarantor waives all rights the Guarantor may have under the law (including surety law) that may:

- (a) give the Guarantor the right to be fully or partly released or discharged from the Guarantor's Obligations; or
- (b) restrict or prevent the Vendor from enforcing the Vendor's rights under this Guarantee.

9. Vendor's rights against Purchaser are not affected

The Vendor's acceptance of this Guarantee does not prevent the Vendor from exercising the Vendor's rights in respect of any continuing, recurring or future default by the Purchaser.

10. If Purchaser enters a composition or arrangement

- (a) The Guarantor must not prove in competition with the Vendor for any money the Purchaser owes the Guarantor if:
 - (i) the Purchaser enters into a composition or arrangement with the Purchaser's creditors;
 - (ii) the Purchaser is an individual and is bankrupt; or
 - (iii) the Purchaser is a body corporate and an order is made or resolution passed for its winding up, an administrator is appointed to it under the *Corporations Act 2001*, or it is placed under any form of external management under that Act.

- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry to a suspense account and, at the Vendor's discretion, to appropriate, amounts received in this way until the Vendor has received 100 cents in the dollar for the money the Purchaser owes the Vendor.

11. Guarantor to pay Vendor's costs and stamp duty

The Guarantor will pay on demand:

- (a) the Vendor's costs (including legal costs on a solicitor and own client basis) of and incidental to preparing, executing, stamping and enforcing this Guarantee; and
- (b) any stamp duty payable on this Guarantee.

12. Notices

A notice or demand by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

13. Persons who sign this Guarantee are bound

Each person who signs this Guarantee as Guarantor is bound by it, even if another person named as a Guarantor:

- (a) does not sign it;
- (b) is not or ceases to be bound by it; or
- (c) has no power to sign it.

14. Assignment

- (a) The Vendor may assign all or some of the Vendor's rights under the Contract or this Guarantee, or both, without the Guarantor's consent.
- (b) If the Vendor assigns any of its rights, the Guarantor will execute any document which, in the Vendor's opinion (reasonably held) is necessary to complete the assignment.

15. Interpreting this Guarantee

In this Guarantee:

- (a) unless the context requires a different interpretation:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a promise or agreement by two or more persons binds each of them individually and all of them together;
 - (iii) reference to a person includes a body corporate;
 - (iv) reference to a party to this Guarantee or the Contract includes that party's executors, administrators, successors and permitted assigns; and
- (b) headings are only for convenience and do not affect interpretation.

Schedule

Vendor: As Detailed Above

Purchaser: As Detailed Above

Guarantor/s: Director/s of Purchaser Company

IN WITNESS whereof the said Guarantor/s have set their hands and seals
this _____ day of _____

20

Signed Sealed and Delivered

by _____
in the presence of:

.....
Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of:

.....
Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

Signed Sealed and Delivered

by _____
in the presence of:

.....
Signature of Director

.....
Signature of Witness

.....
Name of witness (print)

General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2 LIABILITY OF SIGNATORY

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

3 GUARANTEE

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

4 NOMINEE

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

Title

5 ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6 VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11 RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15 DEPOSIT BOND

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

16 BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17 SETTLEMENT

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

18 ELECTRONIC SETTLEMENT

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

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

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

19 GST

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

20 LOAN

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

21 BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - gives the vendor a copy of the report and a written notice ending this contract; and
 - is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22 PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23 ADJUSTMENTS

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

24 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25 GST WITHHOLDING

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

- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- 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.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- 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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- settlement is conducted through an electronic lodgement network; and
 - the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- 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
 - the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26 TIME & CO-OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27 SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- personally, or
 - by pre-paid post, or
 - 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
 - by email.
- 27.4 Any document properly sent by:
- express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28 NOTICES

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- 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
 - the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- 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;
 - 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;
 - 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;
 - the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - 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;
 - the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - the purchaser must observe all obligations that affect owners or occupiers of land;

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32 BREACH

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

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

Default 28 Breenview Place, Doreen VIC

33 INTEREST

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

34 DEFAULT NOTICE

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

35 DEFAULT NOT REMEDIED

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



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](https://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 over time.

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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



Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor GST Withholding Notice

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

To: The Purchaser/s

From: Joshua Joseph Brannelly and Vanessa Jayde Brannelly (formerly Moxon)

Property Address: 28 Breenview Place, Doreen VIC 3754

Lot: 611 Plan of subdivision: 542636

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

Signed for an on behalf of the Vendor: *Bayberry & Weir Legal Pty Ltd*

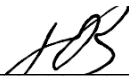

Vendor Statement

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

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

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

Land	28 BREENVIEW PLACE, DOREEN VIC 3754
-------------	-------------------------------------

Vendor's name	Joshua Joseph Brannelly	Date
Vendor's signature		10/06/2025
Vendor's name	Vanessa Jayde Brannelly (formerly Moxon)	Date
Vendor's signature		10/06/2025

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

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

\$0.00	To	
--------	----	--

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
 - Is in the attached copies of title document/s (if any)
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements (if any)

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11107 FOLIO 880

Security no : 124124994399C
Produced 03/06/2025 09:12 AM

LAND DESCRIPTION

Lot 611 on Plan of Subdivision 542636D.
PARENT TITLE Volume 11069 Folio 908
Created by instrument PS542636D 09/12/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOSHUA JOSEPH BRANNELLY
VANESSA JAYDE MOXON both of 28 BREENVIEW PLACE DOREEN VIC 3754
AQ745610F 20/02/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ745611D 20/02/2018
COMMONWEALTH BANK OF AUSTRALIA

CAVEAT AT327965W 11/06/2020
Caveator
DIAMOND VALLEY PLASTER PRODUCTS PTY LTD ACN: 104712870
Grounds of Claim
CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
JOSHUA JOSEPH BRANNELLY
Date
19/09/2014
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
CBD LAW
Notices to
JOHN HAMISH GILES FINNEY of 98 MANN STREET GOSFORD NSW 2250

CAVEAT AW574666A 23/02/2023
Caveator
MOREVALE PTY LTD ACN: 120895169
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
JOSHUA JOSEPH BRANNELLY
Date
15/07/2022
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
ROBERT JAMES LAWYERS
Notices to
DIMITRI PERIES, ROBERT JAMES LAWYERS of LEVEL 22 140 WILLIAM STREET
MELBOURNE VIC 3000

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

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

plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS542636D 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: 28 BREENVIEW PLACE DOREEN VIC 3754

ADMINISTRATIVE NOTICES

NIL

eCT Control 15771K COMMONWEALTH BANK OF AUSTRALIA - CONSUMER
Effective from 20/02/2018

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS542636D
Number of Pages (excluding this cover sheet)	6
Document Assembled	03/06/2025 09:12

Copyright and disclaimer notice:

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

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

PS542636D

02/10/2008 \$3563 80 PS



PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION 1
----------------------------	-------------	---------------------------------

Location of Land
 Parish: MORANG
 Township: -
 Section: -
 Crown Allotment: -
 Crown Portion: 20 (PART)
 Title Reference: VOL 11069FOL908
 Last Plan Reference: LOT AA PS542635F
 Postal Address: VAUCLUSE RISE
 (at time of subdivision) DOREEN 3754
 MGA Co-ordinates E 335 200 Zone: 55
 (of approx. centre N 5 836 000
 of land in plan)

Council Certification and Endorsement
 Council Name: WHITTLESEA CITY COUNCIL Ref: 606200
~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~
 2. This plan is certified under section 11(7) of the Subdivision Act 1988.
 Date of original certification under section 6 **13 / 3 / 2007**
~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~
OPEN SPACE
 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has ~~not~~ been made.
 (ii) The requirement has been satisfied.
~~(iii) The requirement is to be satisfied in Stage~~
~~Council Delegate~~
~~Council Seal~~
 Date / /
 Re-certified under section 11(7) of the Subdivision Act 1988
 Council Delegate *Marrison*
~~Council Seal~~
 Date **30 / 1 / 2008**

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
ROADS R1	WHITTLESEA CITY COUNCIL
RESERVE No.1	SPI ELECTRICITY PTY LTD

Notations

Staging This ~~is~~ is not a staged subdivision Planning Permit No.

Depth Limitation DOES NOT APPLY

LAND SUBDIVIDED (EXCLUDING LOT BB) - 2.052ha
 LOTS 1 TO 600 (BOTH INCLUSIVE) AND LOT AA (INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

Survey This plan is ~~is not~~ based on survey vide PS527306M
 This survey has been connected to permanent marks no(s)
 In Proclaimed Survey Area No. 74

Easement Information

Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance					A - Appurtenant Easement R - Encumbering Easement (Road)	
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of		
E-1 E-1	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	PS542635F PS542635F	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LIMITED		
E-2 E-2	DRAINAGE SEWERAGE	SEE DIAG SEE DIAG	THIS PLAN THIS PLAN	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER LIMITED		

LR use only
 Statement of Compliance/
 Exemption Statement
 Received
 Date **04 / 12 / 2008**

LR use only
 PLAN REGISTERED
 TIME 10.56AM
 DATE **09 / 12 / 2008**
GARY M ROBERTSON
 Assistant Registrar of Titles

VAUCLUSE STAGE 6

23 LOTS & BALANCE LOT BB
Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 243, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel (03) 9699 1400 Fax (03) 9699 5992



LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER
 SIGNATURE *G. Turner* DATE **3 / 1 / 2008**
 REF 4181063 08/01/08 VERSION F
 DWG 418106AF

Marrison
 DATE **30 / 1 / 2008**
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

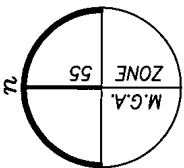
PLAN OF SUBDIVISION

Plan Number

PS 542636D

Stage No.

—

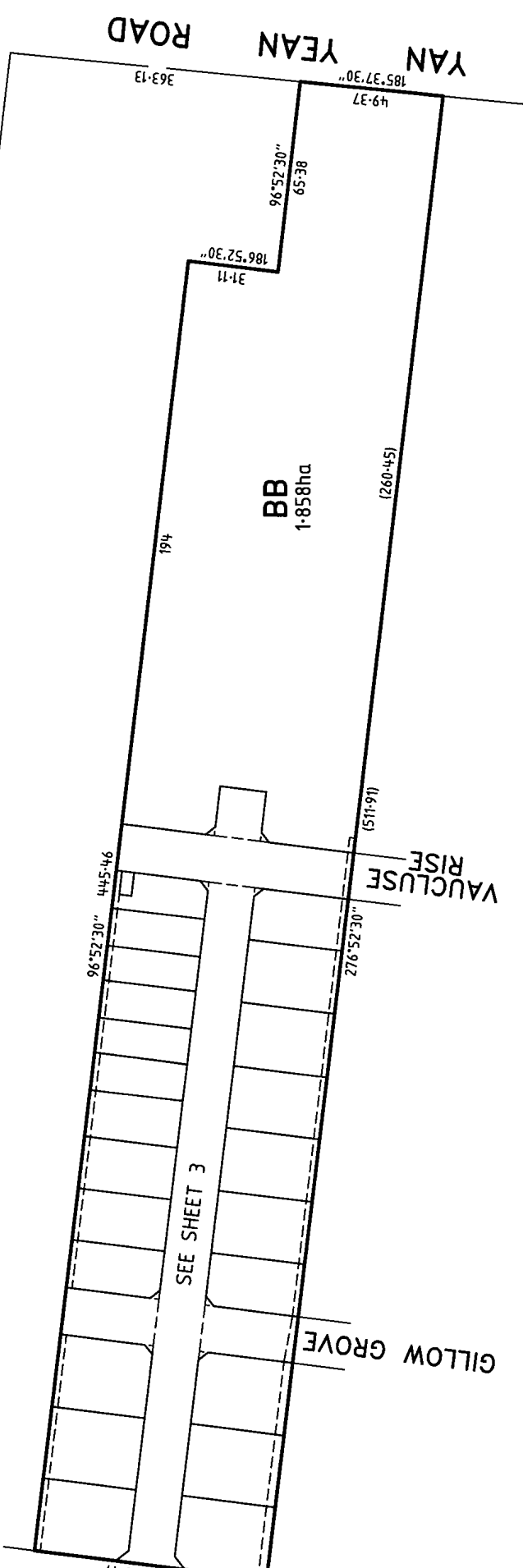


BRIDGE INN ROAD

GARDEN ROAD

GILLOW GROVE

VAUCLUSE RISE



Sheet 2 of 6 sheets

LICENSED SURVEYOR (PRINT) **GEOFFREY JAMES TURNER**
 SIGNATURE *[Signature]* DATE **8 / / 2008**
 REF **4181063** **08/01/08** VERSION **F**
 DWG **418106AF**

LICENSED SURVEYOR (PRINT) **GEOFFREY JAMES TURNER**
 SIGNATURE *[Signature]* DATE **8 / / 2008**
 REF **4181063** **08/01/08** VERSION **F**
 DWG **418106AF**

SCALE
 15 0 30 60
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE 1:1500
 SHEET SIZE A3

VAUCLUSE

STAGE 6

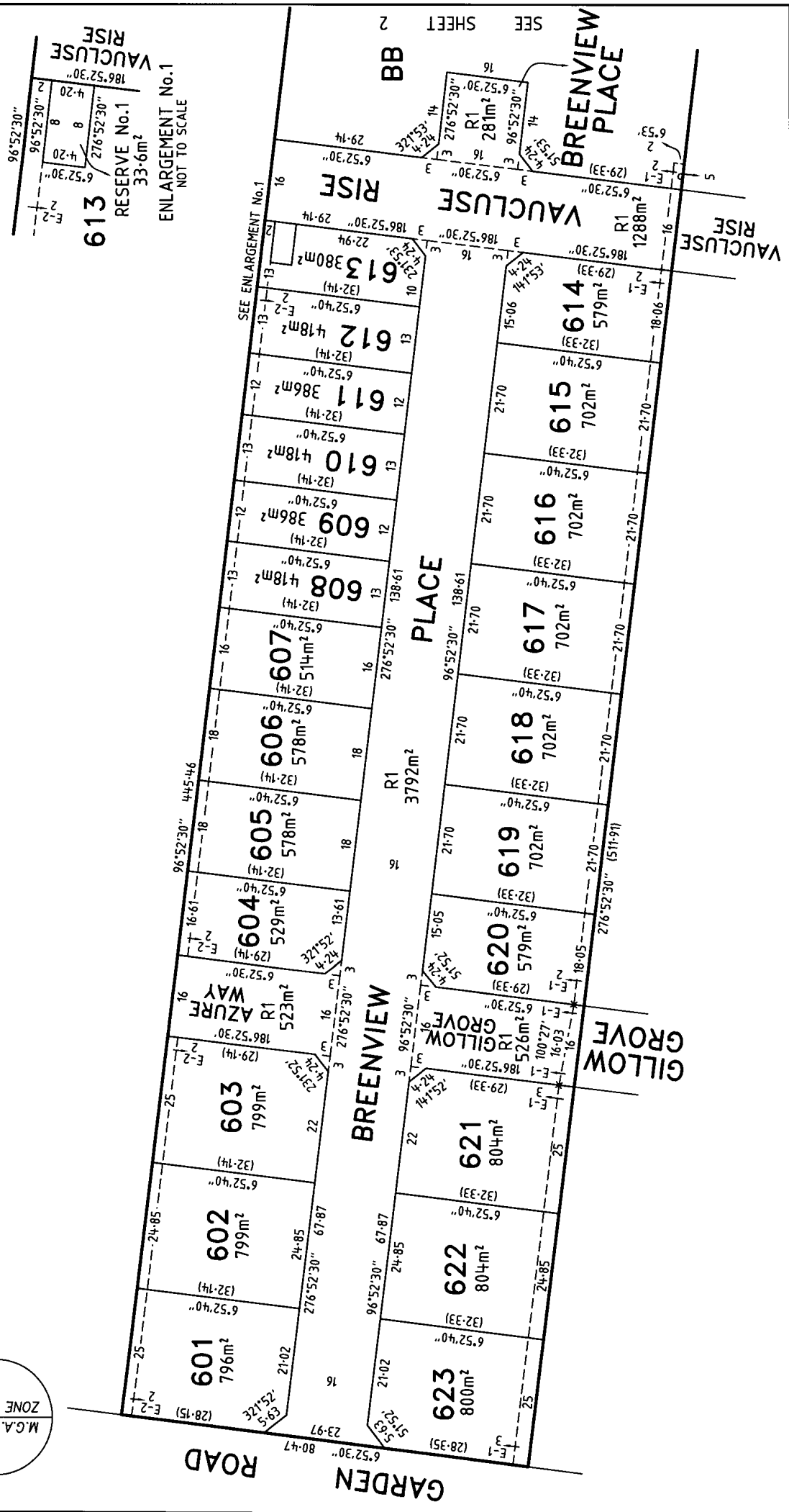
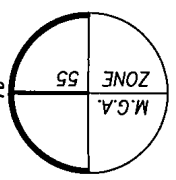
Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 243, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

COUNCIL DELEGATE SIGNATURE

DATE **30 / / 2008**

PLAN OF SUBDIVISION

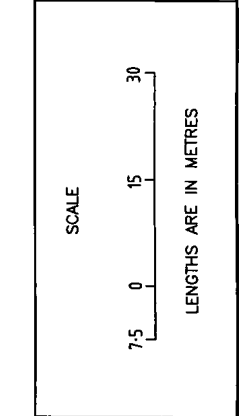
Stage No. _____ Plan Number
PS 542636D



Sheet 3 of 6 sheets

DATE **30 / 1 / 2008**
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) **GEOFFREY JAMES TURNER**
SIGNATURE _____ DATE **8 / 1 / 2008**
REF **4181063** VERSION **F**
DWG **418106AF** 08/01/08



ORIGINAL SCALE SHEET SIZE
1:750 A3

STAGE 6

VAUCLOSE

Bosco Jonson Pty Ltd
A.B.N. 95 282 532 642
P.O. Box 243, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992

PLAN OF SUBDIVISION

Stage No.
/

Plan Number
PS 542636D





CREATION OF RESTRICTION "A"

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED
THE LAND BURDENED AND BENEFICIARIES OF THIS RESTRICTION ARE:

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
601	602
602	601, 603
603	602
604	605
605	604, 606
606	605, 607
607	606, 608
608	607, 609
609	608, 610
610	609, 611
611	610, 612
612	611, 613
613	612
614	615
615	614, 616
616	615, 617
617	616, 618
618	617, 619
619	618, 620
620	619
621	622
622	621, 623
623	622

LEGEND

REFER TO BUILDING ENVELOPE DIAGRAM SHOWN ON SHEET 5 OF THIS PLAN.
FURTHER DEFINITIONS ARE CONTAINED WITHIN THE MEMORANDUM OF COMMON PROVISIONS REFERRED TO BELOW.

-  SINGLE STOREY BUILDING ZONE
-  OVERLOOKING ZONE
Habitable room windows/Raised open spaces are a source of overlooking
-  NON OVERLOOKING ZONE
Habitable room windows/Raised open spaces are not a source of overlooking
-  BUILDING TO BOUNDARY ZONE

DESCRIPTION OF RESTRICTION

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN TO WHICH ANY OF THE FOLLOWING RESTRICTIONS APPLY:

- SHALL NOT BUILD OR ALLOW TO BE BUILT OTHER THAN IN ACCORDANCE WITH THE APPROVED BUILDING ENVELOPES SHOWN ON SHEET 5 OF THIS PLAN AND AS CONTAINED WITHIN THE ENDORSED MEMORANDUM OF COMMON PROVISIONS REGISTERED IN APPLICATION No. AA 845 WHICH MEMORANDUM OF COMMON PROVISIONS IS HEREBY INCORPORATED INTO AND BY THIS PLAN.
- THE BUILDING ENVELOPES CONTAINED WITHIN MEMORANDUM OF COMMON PROVISIONS & THIS PLAN SHALL CEASE TO HAVE EFFECT ON THE BURDENED LOT CONTAINING THE ENVELOPE ON THE 31st DECEMBER 2014.

VAUCLUSE

STAGE 6

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 243, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

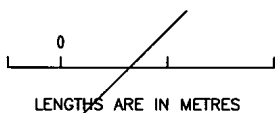


Sheet 4 of 6 sheets

ORIGINAL

SCALE

SCALE SHEET SIZE A3



LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

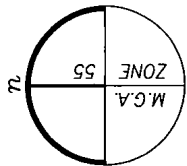
SIGNATURE *G. Turner* DATE 8 / 1 / 2008

REF 4181063 08/01/08 VERSION F
DWG 418106AF

M. Morrison
DATE 30 / 1 / 2008

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



PLAN OF SUBDIVISION

Stage No. / Plan Number

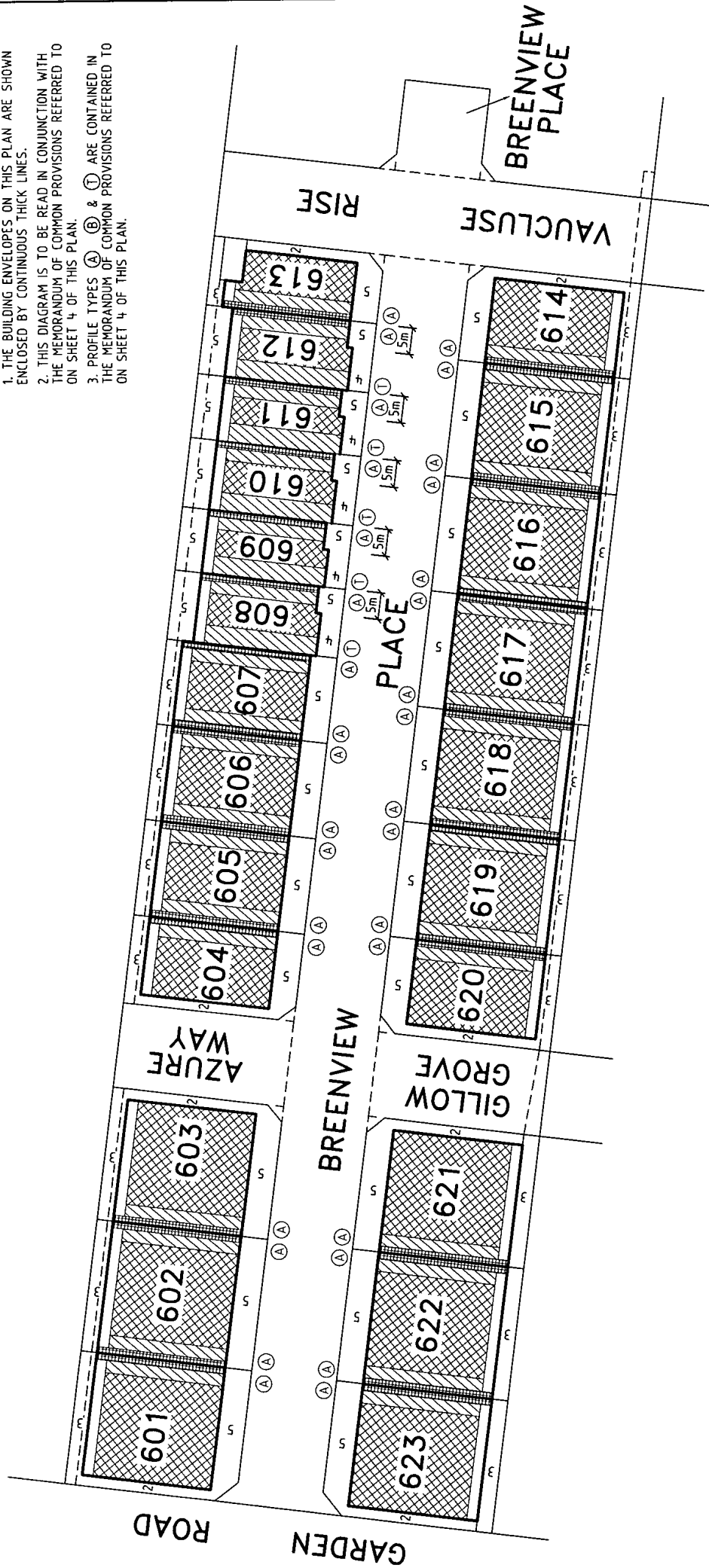
PS 542636D

CREATION OF RESTRICTION "A" (Continued)

BUILDING ENVELOPE DIAGRAM

NOTATIONS

1. THE BUILDING ENVELOPES ON THIS PLAN ARE SHOWN ENCLOSED BY CONTINUOUS THICK LINES.
2. THIS DIAGRAM IS TO BE READ IN CONJUNCTION WITH THE MEMORANDUM OF COMMON PROVISIONS REFERRED TO ON SHEET 4 OF THIS PLAN.
3. PROFILE TYPES (A) & (T) ARE CONTAINED IN THE MEMORANDUM OF COMMON PROVISIONS REFERRED TO ON SHEET 4 OF THIS PLAN.



Sheet 5 of 6 sheets

Signature

DATE 30 / 1 / 2008

COUNCIL DELEGATE SIGNATURE

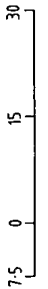
LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER

SIGNATURE *Signature* DATE 8 / 1 / 2008

REF 4-181063 08/01/08 VERSION F

DWG 4-18106AF

SCALE



ORIGINAL

SCALE 1:750 SHEET SIZE A3

STAGE 6



Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
 P.O. Box 243, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION	Stage No. <hr/>	Plan Number PS 542636D
----------------------------	--------------------	----------------------------------

CREATION OF RESTRICTION "B"

Upon registration of this plan the following restriction is created:


Land to benefit: Lots 601 to 623 (both inclusive)
 Land to be burdened: Lots 601 to 623 (both inclusive)

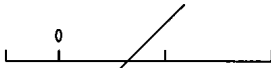
DESCRIPTION OF RESTRICTION

The registered proprietor or proprietors of lots 601 to 623 (both inclusive) agree, covenant and shall ensure:

1. That no construction is commenced on a lot prior to 31st December, 2014 without obtaining written approval from the Design Assessment Panel, ("DAP") care of FKP Lifestyle Pty. Ltd., Level 17, 31 Queen Street Melbourne Vic 3000 or their delegate and without complying with the Building Design Guidelines a copy of which can be obtained from the website at www.vauclosedoreen.com.au
2. That not more than one private dwelling house is erected on a lot (together with the usual outbuildings).
3. That no dwelling house is constructed with an area (excluding garage) of less than 160 square metres (allotments with an area of 500 square metres or greater) or less than 130 square metres (allotments with an area of less than 500 square metres) in size.
4. That no fencing be constructed of anything but timber palings with exposed posts with capping across the top of the palings. The following guidelines must be observed when constructing fences:
 - (a) No front fencing will be allowed.
 - (b) On the side boundaries, no fencing is permitted between the front lot boundary and the building line.
 - (c) On side and rear boundaries fencing is to be no higher than 1.8 metres in height excluding a screen for the requirements of part 4 of the Building (Interim) Regulations 2005 in regard to overlooking.

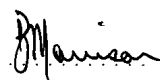
VAUCLUSE STAGE 6

<p>Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 243, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992</p>	
---	---

ORIGINAL	SCALE
SCALE <hr/>	 LENGTHS ARE IN METRES
SHEET SIZE A3	

LICENSED SURVEYOR (PRINT) GEOFFREY JAMES TURNER
 SIGNATURE *G. Turner* DATE 8 / 1 / 2008
 REF 4181063 08/01/08 VERSION F
 DWG 418106AF

Sheet 6 of 6 sheets


 DATE 30 / 1 / 2008
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 03/06/2025 09:12:10 AM

Status	Registered	Dealing Number	AT327965W
Date and Time Lodged	11/06/2020 05:40:57 PM		

Lodger Details

Lodger Code	23123C
Name	CBD LAW
Address	
Lodger Box	
Phone	
Email	
Reference	4804 DIAMOND/BRANNEL

CAVEAT

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.

Land Title Reference

11107/880

Caveator

Name	DIAMOND VALLEY PLASTER PRODUCTS PTY LTD
ACN	104712870

Grounds of claim

Charge contained in an agreement with the following Parties and Date.

Parties

Given Name(s)	JOSHUA JOSEPH
Family Name	BRANNELLY

Date

19/09/2014

Estate or Interest claimed

Interest as Chargee

Prohibition

Absolutely

Name and Address for Service of Notice



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

John Hamish Giles Finney

Address

Street Number	98
Street Name	MANN
Street Type	STREET
Locality	GOSFORD
State	NSW
Postcode	2250

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. 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.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.

Executed on behalf of	DIAMOND VALLEY PLASTER PRODUCTS PTY LTD
Signer Name	JOHN HAMISH GILES FINNEY
Signer Organisation	CBD LAW
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	11 JUNE 2020

File Notes:

NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 03/06/2025 09:12:08 AM

Status	Registered	Dealing Number	AW574666A
Date and Time Lodged	23/02/2023 11:59:39 AM		

Lodger Details

Lodger Code	22579L
Name	ROBERT JAMES LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	125455-69

CAVEAT

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.

Land Title Reference

11107/880

Caveator

Name	MOREVALE PTY LTD
ACN	120895169

Grounds of claim

Agreement with the following Parties and Date.

Parties

Given Name(s)	JOSHUA JOSEPH
Family Name	BRANNELLY

Date

15/07/2022

Estate or Interest claimed

Interest as Chargee

Prohibition

Absolutely

Name and Address for Service of Notice



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Dimitri Peries, Robert James Lawyers

Address

Floor Type	LEVEL
Floor Number	22
Street Number	140
Street Name	WILLIAM
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	MOREVALE PTY LTD
Signer Name	DIMITRI NUWAN PERIES
Signer Organisation	ROBERT JAMES LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 FEBRUARY 2023

File Notes:

NIL

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1144310

APPLICANT'S NAME & ADDRESS

BAYBERRY & WEIR LEGAL C/- INFOTRACK (SMOKEBALL) C/
- LANDATA
DOCKLANDS

VENDOR

BRANNELLY, JOSH

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

360903

This certificate is issued for:

LOT 611 PLAN PS542636 ALSO KNOWN AS 28 BREENVIEW PLACE DOREEN
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a INCORPORATED PLAN OVERLAY - SCHEDULE 1
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 5
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

03 June 2025

Sonya Kilkeny
Minister for Planning

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

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

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

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

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

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

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

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

Privacy Statement

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

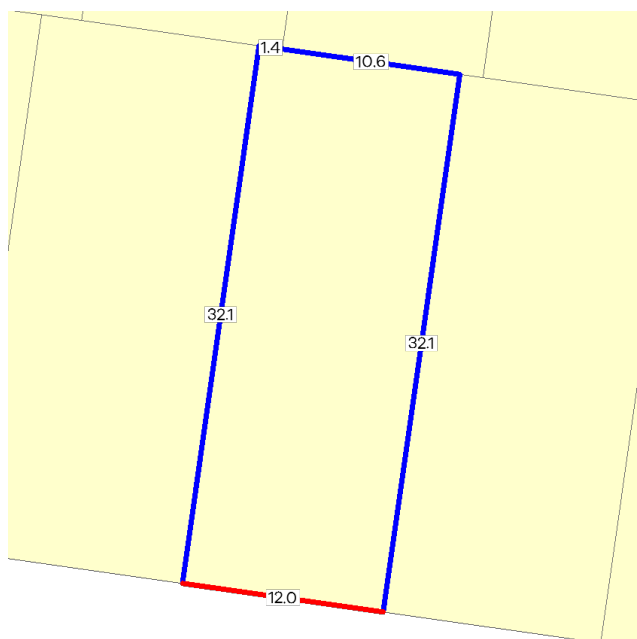
PROPERTY DETAILS

Lot and Plan Number: **Lot 611 PS542636**
Address: **28 BREENVIEW PLACE DOREEN 3754**
Standard Parcel Identifier (SPI): **611\PS542636**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **679399**
Directory Reference: **Melway 391 F12**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 386 sq. m

Perimeter: 88 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

PLANNING INFORMATION

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

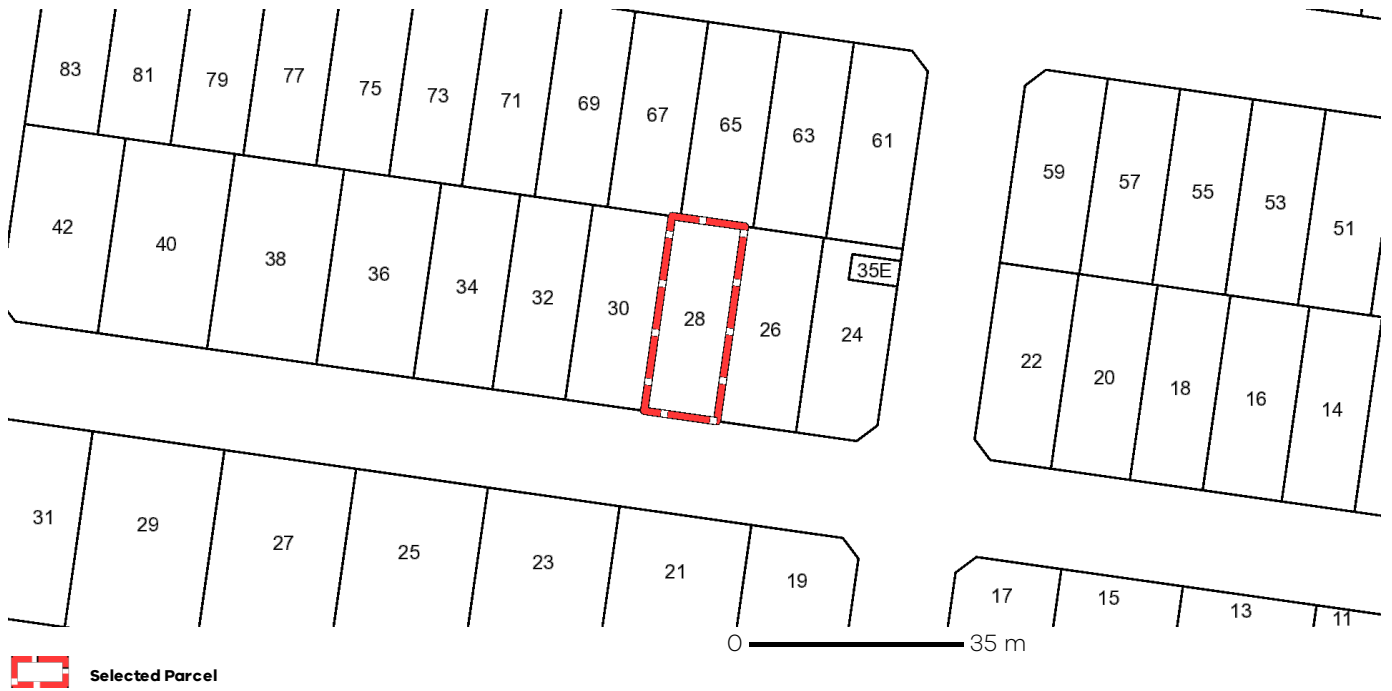
The Planning Property Report for this parcel can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



From www.planning.vic.gov.au at 02 June 2025 06:24 PM

PROPERTY DETAILS

Lot and Plan Number: **Lot 611 PS542636**
Address: **28 BREENVIEW PLACE DOREEN 3754**
Standard Parcel Identifier (SPI): **611\PS542636**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **679399**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 391 F12**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

OTHER

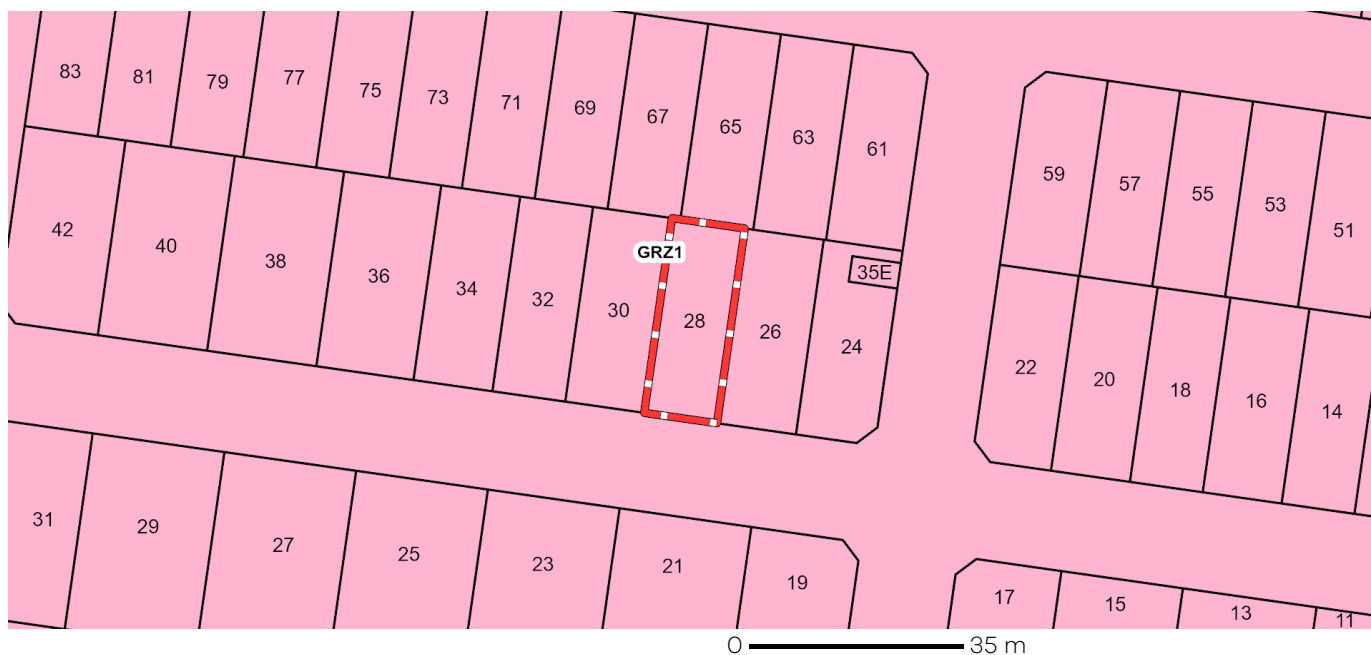
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



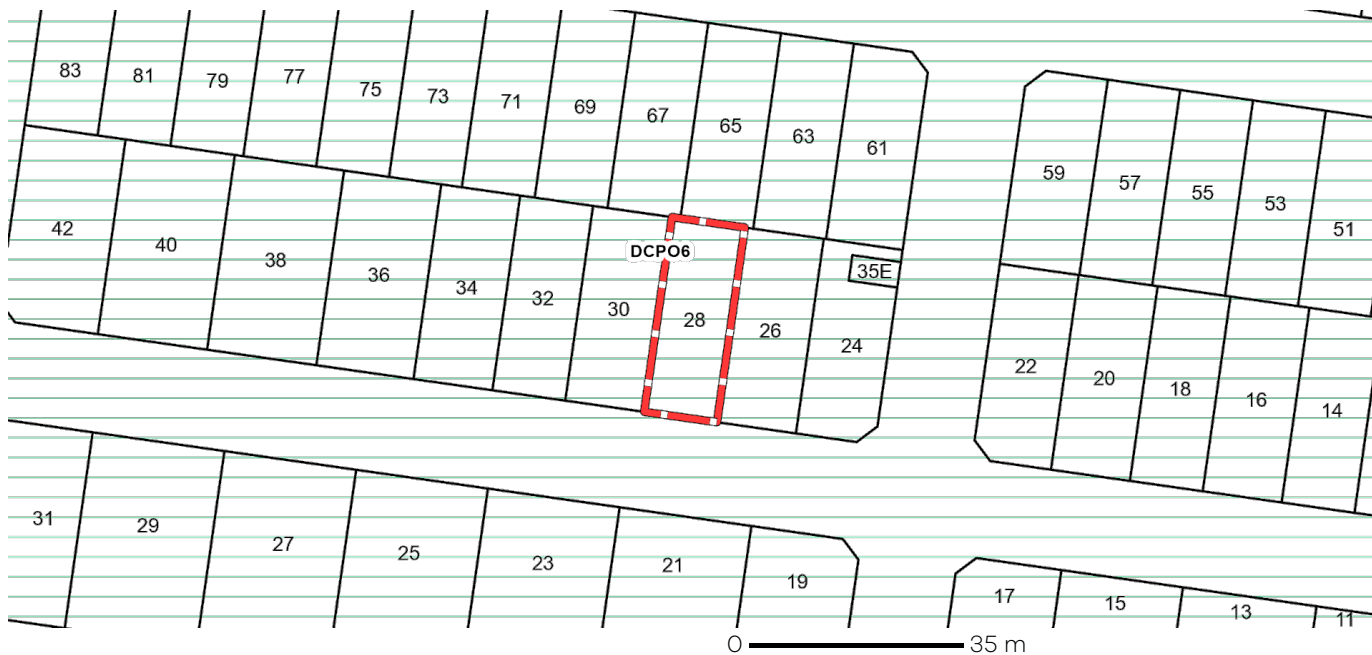
GRZ - General Residential

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 6 (DCPO6)



 **DCPO - Development Contributions Plan Overlay**

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



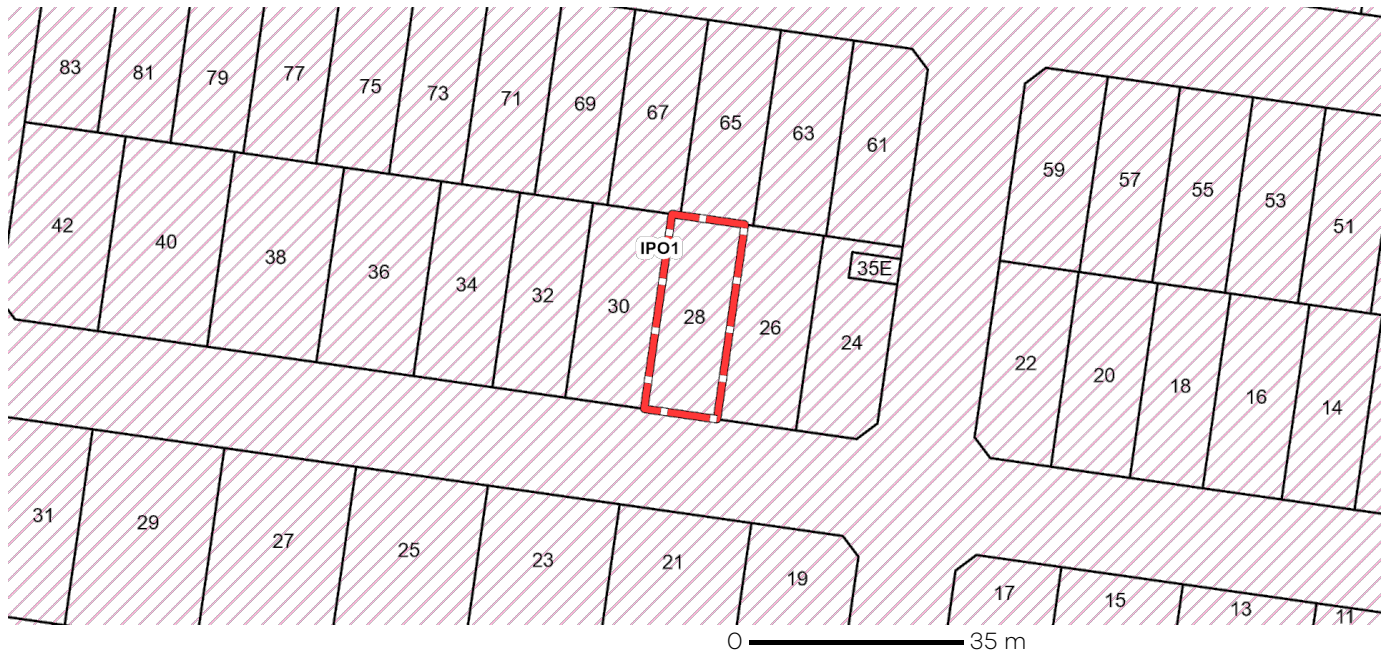
 **DPO - Development Plan Overlay**

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

Planning Overlays

INCORPORATED PLAN OVERLAY (IPO)

INCORPORATED PLAN OVERLAY - SCHEDULE 1 (IPO1)

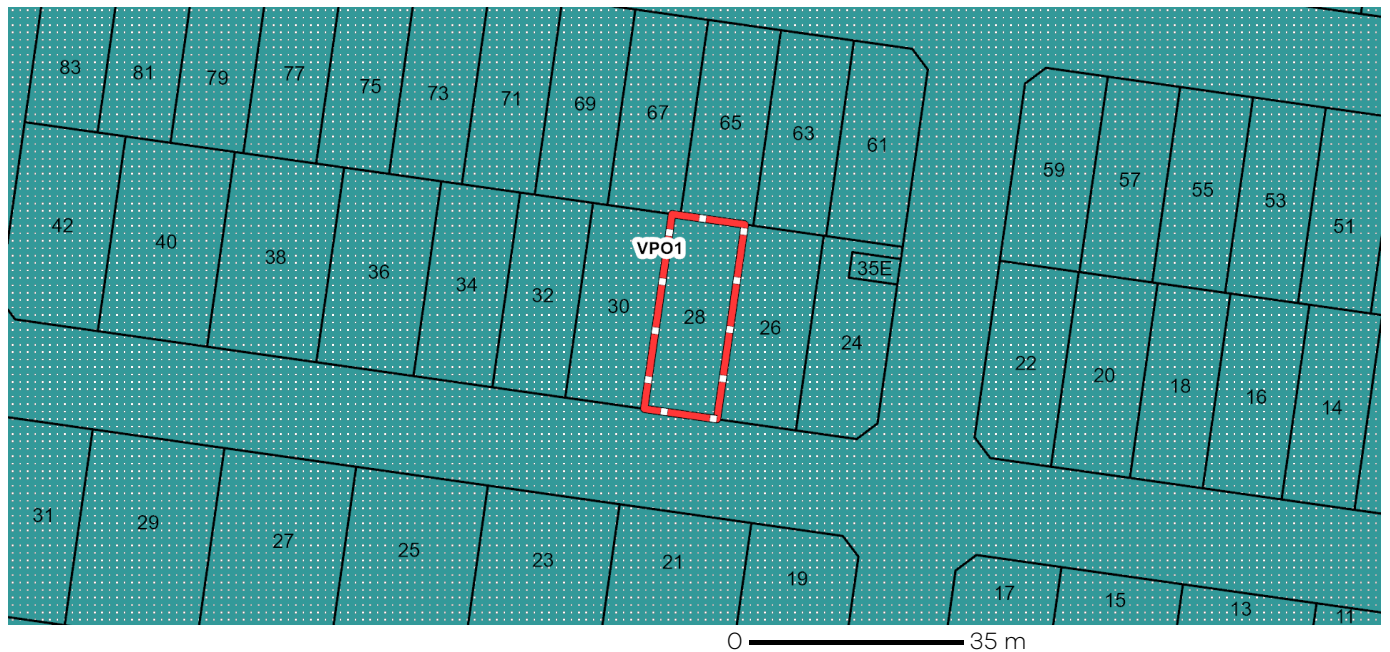


IPO - Incorporated Plan Overlay

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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 28 May 2025.

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

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

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

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

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

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

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

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

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

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

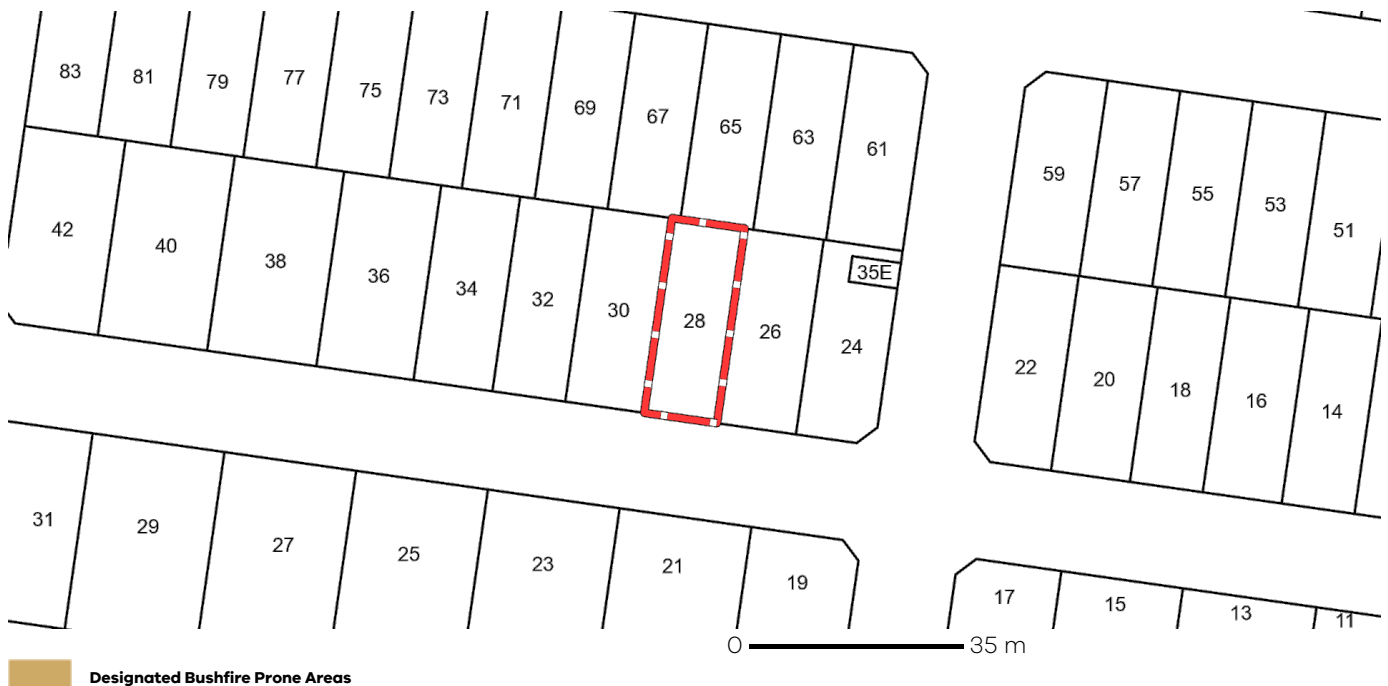
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bayberry & Weir Legal C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 360903

NO PROPOSALS. As at the 3th June 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

28 BREENVIEW PLACE, DOREEN 3754
CITY OF WHITTLESEA

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

Date of issue: 3th June 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76969571 - 76969571091015 '360903'

Date of issue
04/06/2025

Assessment No.
679399

Certificate No.
172643

Your reference
76969571-017-4

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 28 Breenview Place DOREEN 3754

Description: LOT: 611 PS: 542636D

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$600,000	\$360,000	\$30,000

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

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,405.07	
Food/Green waste bin charge levied on 01/07/2024	\$105.15	
Fire services charge (Res) levied on 01/07/2024	\$132.00	
Fire services levy (Res) levied on 01/07/2024	\$52.20	
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70	
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20	
Arrears to 30/06/2024	\$0.00	
Interest to 04/06/2025	\$0.00	
Other adjustments	\$0.00	
Less Concessions	\$0.00	
Sustainable land management rebate	\$0.00	
Payments	-\$1,914.32	
Balance of rates & charges due:		\$0.00

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$0.00
--	---------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

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

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

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

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

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

3. Notices and orders:

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

No Orders applicable.

4. Specified flood level:

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

5. Special notes:

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

Interest penalty on late payments

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

6. Other information:



Authorising Officer

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

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

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **679399**



Phone 1300 301 185
Ref **679399**



Bill Code **5157**
Ref **679399**

3rd June 2025

Bayberry & Weir Legal C/- InfoTrack (Smokeball) C/
LANDATA

Dear Bayberry & Weir Legal C/- InfoTrack (Smokeball) C/,

RE: Application for Water Information Statement

Property Address:	28 BREENVIEW PLACE DOREEN 3754
Applicant	Bayberry & Weir Legal C/- InfoTrack (Smokeball) C/ LANDATA
Information Statement	30945205
Conveyancing Account Number	7959580000
Your Reference	360903

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	28 BREENVIEW PLACE DOREEN 3754
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	28 BREENVIEW PLACE DOREEN 3754
------------------	--------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

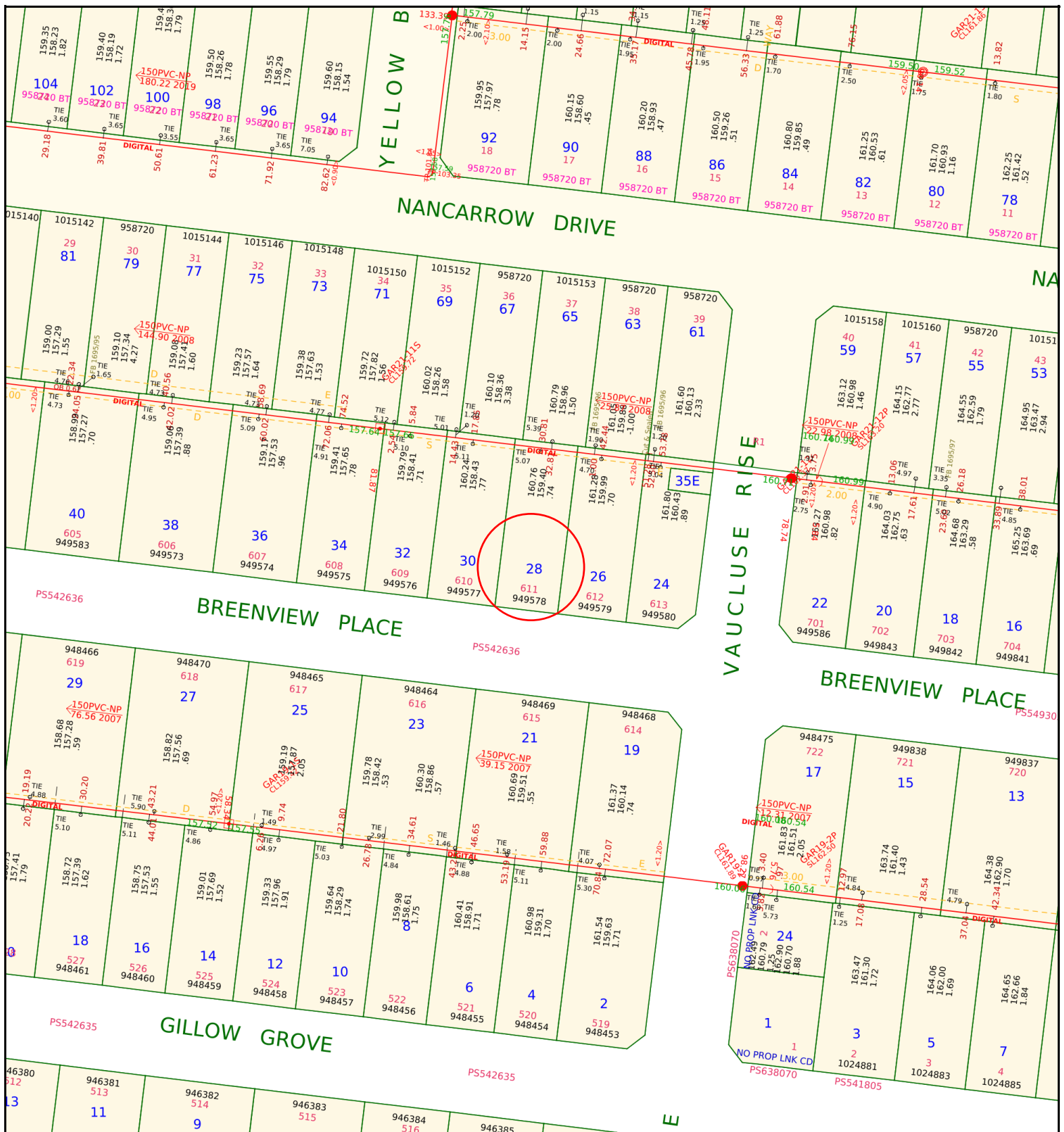
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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


















**Yarra Valley Water
Information Statement
Number: 30945205**

Address	28 BREENVIEW PLACE DOREEN 3754
Date	03/06/2025
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

Bayberry & Weir Legal C/- InfoTrack (Smokeball) C/
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9603243801
Rate Certificate No: 30945205

Date of Issue: 03/06/2025
Your Ref: 360903

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
28 BREENVIEW PL, DOREEN VIC 3754	611\PS542636	1656567	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2025 to 30-06-2025	\$20.64	\$0.00
Residential Sewer Service Charge	01-04-2025 to 30-06-2025	\$118.19	\$0.00
Parks Fee	01-04-2025 to 30-06-2025	\$21.74	\$0.00
Drainage Fee	01-04-2025 to 30-06-2025	\$30.44	\$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
Balance Brought Forward			\$0.00
Total for This Property			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 1656567

Address: 28 BREENVIEW PL, DOREEN VIC 3754

Water Information Statement Number: 30945205

HOW TO PAY



Biller Code: 314567
Ref: 96032438014

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Property Clearance Certificate

Land Tax



INFOTRACK / BAYBERRY & WEIR LEGAL

Your Reference:	251722
Certificate No:	91351501
Issue Date:	03 JUN 2025
Enquiries:	TVD0

Land Address: 28 BREENVIEW PLACE DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36886826	611	542636	11107	880	\$0.00
	611	542636			

Vendor: JOSH BRANNELLY

Purchaser: NOT KNOWN NOT KNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR JOSHUA JOSEPH BRANNELLY	2025	\$360,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	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 (CIV):	\$600,000
-------------------------------	-----------

SITE VALUE (SV):	\$360,000
------------------	-----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
---	---------------

Notes to Certificate - Land Tax

Certificate No: 91351501

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 by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$1,530.00

Taxable Value = \$360,000

Calculated as \$1,350 plus (\$360,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,000.00

Taxable Value = \$600,000

Calculated as \$600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 91351501

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 91351501

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BAYBERRY & WEIR LEGAL

Your Reference: 251722

Certificate No: 91351501

Issue Date: 03 JUN 2025

Enquires: TVD0

Land Address: 28 BREENVIEW PLACE DOREEN VIC 3754

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36886826	611	542636	11107	880	\$0.00
	611	542636			\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$600,000

SITE VALUE: \$360,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 91351501

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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BAYBERRY & WEIR LEGAL

Your Reference: 251722

Certificate No: 91351501

Issue Date: 03 JUN 2025

Land Address: 28 BREENVIEW PLACE DOREEN VIC 3754

Lot	Plan	Volume	Folio
611	542636	11107	880
611	542636		

Vendor: JOSH BRANNELLY

Purchaser: NOT KNOWN NOT KNOWN

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick

Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 91351501

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 91351502</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 91351502</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
---	--	--

CHWYLA PTY LTD
3/100 Hazel Glen Drive,,
Doreen, VIC 3754

P: 8600 9995
E: bri@chwyla.com.au
ABN: 28658464389

CHWYLA

Residential Rental Agreement

for

28 Breenview Pl, Doreen VIC 3754

This agreement is between **Joshua Brannelly, Vanessa Brannelly**
and **Emily Van Eeken, Tennyson Van Eeken**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2024.
No unauthorised use or copying permitted. All rights reserved.

Powered by iProperty Express

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Thu 25/07/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

28 Breenview Pl, Doreen VIC

Postcode 3754

3. Rental provider details

Full name or company name of rental provider Joshua Brannelly, Vanessa Brannelly

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

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name CHWYLA PTY LTD

Address 3/100 Hazel Glen Drive,, Doreen, VIC

Postcode 3754

Phone number 8600 9995

ACN (if applicable) 658 464 389

Email address rentals@chwyla.com.au

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

4. Renter details

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

Full name of **renter 1**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address: **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address: **Postcode**

Phone number:

Email:

5. Length of the agreement

Fixed term agreement Start date

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

End date

Periodic agreement (monthly) Start date

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

6. Rent

Rent amount(\$)
(payable in advance)

To be paid per week fortnight calendar month

Day rent is to be paid (e.g. each
Thursday or the 11th of each
month)

Date first rent payment due

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email rtba@justice.vic.gov.au, or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Bond lodgement date

Bond Lodgement No.

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

direct debit bank deposit cash cheque money order BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

BSB:	083 964
Account:	86 096 3771
Account name:	Chwyla Rental Trust
Bank Reference:	28 BREENVIEW

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

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

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

(Rental provider to tick as appropriate)

Yes Laurisa Howden: rentals@chwyla.com.au

No

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

(Renter to tick as appropriate)

Renter 1 Yes Emily Van Eeken: hacky_emily9@hotmail.com

No

Renter 2 Yes Tennyson Van Eeken: tennyve93@gmail.com

No

Renter 3 Yes [Empty box]

No

Renter 4 Yes [Empty box]

No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

Bri McIntyre

Emergency phone number

0466 066 278 - 03 8600 9995

Emergency email address

bri@chwyla.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

No

Yes

13. Condition report

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

(rental provider to tick as appropriate)

The condition report has been provided

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

Part C – Safety related activities

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

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

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

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

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act CHWYLA PTY LTD will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by CHWYLA PTY LTD subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or CHWYLA PTY LTD may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or CHWYLA PTY LTD may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

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

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

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

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

34. Availability of Premises

CHWYLA PTY LTD will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

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

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or CHWYLA PTY LTD should the power not be connected at the commencement of this Agreement.

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

36. Contents Insurance

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

37. Use of Premises

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

written consent of the Rental Provider. Any request for consent must be made in writing to CHWYLA PTY LTD.

38. No Representations

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

39. Condition Report

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

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

40. No Promise of Renewal

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or CHWYLA PTY LTD in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

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

42. Lost Keys

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

43. Extra Keys

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

44. Floor Protection

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

45. Changing Locks

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

46. Comply with Insurance

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

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

47. No Invalidating Insurance

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

48. Protection Against Damage

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

49. Shared Services

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

50. No Servicing Vehicles

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

51. Report Damage or Injury

The Renter shall notify CHWYLA PTY LTD immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

52. Notify Blockages

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

53. Alterations

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

54. Rubbish

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

55. Pests

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

56. Hanging Clothes

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

57. Replace Light Globes

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

58. Smoke Free Zone

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

59. Payment of Rental

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by CHWYLA PTY LTD from time to time.

60. Rental Increase

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

61. Maintain Garden

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

62. Watering System

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

63. Rental Provider Repairs

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

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify CHWYLA PTY LTD in writing.

64. Urgent Repairs

The Renter acknowledges that CHWYLA PTY LTD is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact CHWYLA PTY LTD during business hours or after hours information service on 0466 066 278 - 03 8600 9995 or CHWYLA PTY LTD approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

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

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

66. Pets

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

67. Pools and Water Features

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

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or CHWYLA PTY LTD has the right to enter the Premises:

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

69. Assignment and Sub-Letting

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

The Renter must as soon as practicable notify the Rental Provider or CHWYLA PTY LTD in writing and comply with clause 27 in Part D of this Agreement.

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

70. Rental Provider Notice

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

71. Renter Notice

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

72. Periodic Tenancy

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

73. Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or CHWYLA PTY LTD the following costs:

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

74. Return Keys

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

75. No Set-Off

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

76. Remove Personal Property

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

77. Window Cleaning

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

78. Carpet Cleaning

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide CHWYLA PTY LTD with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. Definitions and Interpretation

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

80. Electronic Notices

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

81. Change of Electronic Address

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

82. Withdraw Consent

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

83. Furnishings

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

84. Care for Furnishings

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

85. Repair/Replacement of Furnishings

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

86. Cost of Repairs/Replacements

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

87. Owners Corporation

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

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

Yes No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

Yes No

Comments

-

Right To Let the Premises

Are you the owner of the property?
If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes No

Comments

-

Renter Acknowledgement

1. Emily Van Eeken viewed and acknowledged at Wed, 24/07/2024 18:11 from device: iOS 16.1.1 iPhone Mobile Safari 16.1
2. Tennyson Van Eeken viewed and acknowledged at Mon, 22/07/2024 15:42 from device: iOS 16.6 iPhone Mobile Safari 16.6

Privacy Collection Notice

As professional property managers **CHWYLA PTY LTD** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 8600 9995

Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **CHWYLA PTY LTD** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

CHWYLA PTY LTD also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the

Premises.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

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

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

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

The **CHWYLA PTY LTD** privacy policy can be viewed without charge on the **CHWYLA PTY LTD** website; or contact your local **CHWYLA PTY LTD** office and we will send or email you a free copy.

Disclaimer

CHWYLA PTY LTD its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **CHWYLA PTY LTD** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

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

Rental Provider

Rental Provider 1: **Joshua Brannelly**



Signed at Thu, 25/07/2024 06:16 , from device: Android 10 K Samsung Internet 25.0

Rental Provider 2: **Vanessa Brannelly**



Signed at Thu, 25/07/2024 06:23 , from device: Android 10 K Edge Mobile 126.0.0

Renter(s)

Renter 1: **Emily Van Eeken**



Signed at Wed, 24/07/2024 18:11 , from device: iOS 16.1.1 iPhone Mobile Safari 16.1

Renter 2: **Tennyson Van Eeken**



Signed at Mon, 22/07/2024 15:42 , from device: iOS 16.6 iPhone Mobile Safari 16.6

AUDIT TRAIL

Emily Van Eeken (Renter)

- Wed, 24/07/2024 18:09 - Emily Van Eeken clicked 'start' button to view the Residential Rental Agreement (iOS 16.1.1 iPhone Mobile Safari 16.1, IP: 149.167.236.47)
- Wed, 24/07/2024 18:11 - Emily Van Eeken stamped saved signature the Residential Rental Agreement (iOS 16.1.1 iPhone Mobile Safari 16.1, IP: 149.167.236.47)
- Wed, 24/07/2024 18:11 - Emily Van Eeken submitted the Residential Rental Agreement (iOS 16.1.1 iPhone Mobile Safari 16.1, IP: 149.167.236.47)

Tennyson Van Eeken (Renter)

- Mon, 22/07/2024 15:40 - Tennyson Van Eeken clicked 'start' button to view the Residential Rental Agreement (iOS 16.6 iPhone Mobile Safari 16.6, IP: 149.167.236.47)
- Mon, 22/07/2024 15:42 - Tennyson Van Eeken stamped saved signature the Residential Rental Agreement (iOS 16.6 iPhone Mobile Safari 16.6, IP: 149.167.236.47)
- Mon, 22/07/2024 15:42 - Tennyson Van Eeken submitted the Residential Rental Agreement (iOS 16.6 iPhone Mobile Safari 16.6, IP: 149.167.236.47)

Joshua Brannelly (Rental Provider)

- Thu, 25/07/2024 06:15 - Joshua Brannelly clicked 'start' button to view the Residential Rental Agreement
- Thu, 25/07/2024 06:16 - Joshua Brannelly stamped saved signature the Residential Rental Agreement
- Thu, 25/07/2024 06:16 - Joshua Brannelly submitted the Residential Rental Agreement

Vanessa Brannelly (Rental Provider)

- Thu, 25/07/2024 06:22 - Vanessa Brannelly clicked 'start' button to view the Residential Rental Agreement
- Thu, 25/07/2024 06:23 - Vanessa Brannelly stamped saved signature the Residential Rental Agreement
- Thu, 25/07/2024 06:23 - Vanessa Brannelly submitted the Residential Rental Agreement

AGREEMENT END
