

FORM 1
Estate Agents Act 1980
CONTRACT OF SALE OF REAL ESTATE—PARTICULARS OF SALE
Part 1 of the standard form of contract prescribed by the former
Estate Agents (Contracts) Regulations 2008

VENDOR: THUY THI NGUYEN

PROPERTY: 296 DALTON ROAD LALOR VIC 3075

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

The terms of this contract are contained in the:

- * Particulars of sale;
- * Special conditions, if any; and
- * General conditions; and
- * Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing—

- under power of attorney; or
- as director of a corporation; or
- as an 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 / /2020

.....
print name of person signing

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

SIGNED BY THE VENDOR

on / /2020

.....
print name of person signing **THUY THI NGUYEN**

state nature of authority if applicable (e.g. "director", "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31

Sale of Land Act 1962

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

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

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

EXCEPTIONS

The 3-day cooling-off period does not apply if—

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- the property is used mainly for industrial or commercial purposes;
- the property is more than 20 hectares in size and is used mainly for farming;
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.

Lease (general condition 1.1)

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

SUBJECT TO LEASE

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box

[Empty box]

and refer to general condition 23 and add any further provisions by way of special conditions

Special conditions

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

Special Conditions

If the contract is subject to '**special conditions**' then particulars of the special conditions are attached to this contract.

Loan (refer to general condition 14)

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

Lender:

Loan amount \$

Approval date / /20

VENDOR NOTICE GST WITHHOLDING TAX

section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*

VENDOR: THUY THI NGUYEN

PROPERTY: 296 DALTON ROAD LALOR VIC 3075

Certificate of Title Volume: 08960 **Folio:** 881

To Purchaser:

Purchaser Name: _____

Purchaser Address _____

14-255 Notification by suppliers of residential premises etc.

- (a) The purchaser will not be required to make a payment under section 14-250 section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* in relation to the supply of this residential land / residential dwelling ;

Reasons:

Pre-Existing residential premises that is over 5 years old or has been previously sold as residential premises

1. This is a supply of an existing residential premises that is over 5 years old.
2. This is a supply of an existing residential premises that has been previously sold to the vendor as a residential dwelling.

FORM 2
Estate Agents Act 1980
CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS
Part 2 of the standard form of contract prescribed by the former
Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

2. Vendor warranties

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.
- 2.6 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**.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 Subject to general conditions 7.3 and 7.4, the vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the security interest in respect of the property; 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 the due date for 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 the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted—
if the security interest is registered in the Personal Property Securities Register.
- 7.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
- (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) 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.
- 7.5 A release for the purposes of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the purchaser receives a release under general condition 7.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.7 In addition to ensuring a release is received under general condition 7.2(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 7.11 Words and phrases used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7.

8. Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

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

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's licensed estate agent or legal practitioner or conveyancer and held by the estate agent or legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision

11.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if :
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 the **Sale of Land Act 1962** have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply or a part of it does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by prepaid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;

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

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

SPECIAL CONDITIONS

1.A Clauses 24.4, 24.5 & 24.6 are expressly excluded from this Contract of Sale.

1B - FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 1B.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.
- 1B.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 special condition; and
 - (b) ensure that the representative does so.
- 1B.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 special 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 special 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.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.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.
- 1B.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.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. GST WITHHOLDING TAX

- 2.1 Words defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 2.2 This special condition applies if:
- (a) The contract was entered into:
 - (i) On or after 1 July 2018; or
 - (ii) Prior to 1 July 2018 if consideration (excluding the deposit) is provided after 30 June 2020;
- 2.3 At least 14 days before the relevant date in special condition 2.4, the vendor must provide to the purchaser a notice which complies in all respects with section 14-255(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("notice").

- 2.4 The purchaser must pay to the Commissioner the amount set out in the notice (“amount”) on or before:
- (a) the day on which it pays any consideration (excluding the deposit) to the vendor for the property;
 - (b) if the vendor and purchaser are associates and no consideration is to be provided, the day on which the property is supplied to the purchaser; or
 - (c) such other date determined by the Commissioner in accordance with section 14-250(5) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

Note: the purchaser's obligation to withhold and pay an amount to the Commissioner is not avoided if the vendor fails to serve a notice.

- 2.5 If the amount is not due prior to settlement, the purchaser is taken to have complied with its obligations in special condition 2.4 if:
- (a) Settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA) or any other electronic conveyancing system agreed by the parties and the amount is paid to the Commissioner via this electronic conveyancing system; or
 - (b) The purchaser provides the vendor with a bank cheque made payable to the Commissioner for the amount payable to the Commissioner. If this occurs, the vendor must provide such cheque to the Commissioner as soon as possible.
- 2.6 The amount is to be deducted from the vendor’s entitlement to the contract consideration.
- 2.7 The purchaser will be and is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount save if caused directly or indirectly by the vendor.
- 2.8 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 in this special condition; and
 - (b) ensure that the representative does so.
- 2.9 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 special 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 special 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.

3. ELECTRONIC CONVEYANCING

Settlement and lodgment of the instruments necessary to register the purchaser as proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

EC

- a. This special condition prevails over any other provision of this contract to the extent of any inconsistency. This special condition applies if the parties subsequently agree in writing that it is to apply, if not elected herein.
- b. A party will give written notice immediately upon that party reasonably believing that settlement and lodgment can no longer be conducted electronically. Special condition 3 ceases to apply from when such a notice is given.
- c. If applicable, each party will engage a representative who is or who will also use and engage and associate or agent being a subscriber for the purposes of the *Electronic Conveyancing National Law*.
- d. The vendor will open the Electronic Workspace being an electronic address for the service of notices and for written communications for electronic transactions legislation (“workspace”) as soon as reasonably practicable.
- e. The vendor will nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- f. Settlement occurs when the workspace records that:
 - a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- g. The parties will do everything reasonably necessary to effect settlement electronically on the next business day.

- h. Each party will do everything as a priority and as reasonable to immediately assist the other party to trace and identify the recipient of any mistaken payment should that occur and to recover any mistaken payments.
- i. The vendor will before settlement:
 - a) deliver all keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - b) 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,
 - c) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator; and
 - d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.

4. PURCHASERS DEFAULT

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the Contract of Sale or any such date as may have been mutually agreed to by the parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale at the rate of (15) percent per annum in lieu of the rate specified in General Condition no.26 of this contract.

5. SETTLEMENT TIME & SETTLEMENT CHEQUES

Notwithstanding General Condition 10.3 of this Contract, on the Settlement Date settlement shall be effected prior to 3.00 pm at the offices of the Vendor’s solicitors or at such other place as the Vendor or its solicitors may direct. At such settlement in addition to any other matter the Purchaser shall pay to the Vendor the Residue of the Price save for the deductions, if any, provided herein by an unendorsed bank cheque or cheques in favour of the Vendor or as the, Vendor or its solicitors may in writing direct. If settlement is effected later than 3.00 pm on the Settlement date, settlement shall be deemed to have occurred on the Business Day following the day on which payment, of the Residue of the Price is made and the Purchaser shall be deemed to have made a default in payment of the Residue of the Price accordingly.

Notwithstanding General Condition 11.6 of this Contract, the purchaser must pay bank cheque fees up to TEN Bank Cheques at settlement.

6. PURCHASER'S INDEMNITY FOR FUTURE CHARGES

The sale Price has been agreed upon the basis of the existing amenities and the purchaser/s shall assume responsibility for and indemnify the vendors against all charges and/or other liabilities in respect of any road making drainage sewerage fencing or any other works whatsoever which have not actually been commenced as at the Day of Sale except for any notices charging the land hereby sold (as distinct from preliminary notices issued) in respect of any such works which have been made or issued prior to the said date.

7. ADMISSION OF LAND IDENTITY

The purchaser/s shall admit the identity of the land sold with that comprised in the said Certificate of Title and shall not make any requisitions nor claim any compensation in respect of any excess or deficiency whether in area measurements boundaries occupation or otherwise which may be disclosed by survey or otherwise nor shall the purchaser/s be entitled to call on the vendor/s to amend Title or contribute to the expense of any amendment of Title.

8. ADMISSION AS TO IMPROVEMENTS

The Purchaser/s acknowledge that:-

- (a) Any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not and shall be deemed not to constitute a defect in the vendor's Title and the purchaser/s shall not make any Requisition or claim any compensation from the vendor/s on that ground and
- (b) The purchaser/s has purchased the property as a result of the purchaser's own inspection or inquiries and in its present condition and state of repair and subject to all faults and defects both latent or patent and except to any expressly provided in this Contract the vendor/s has not and no person on the vendors behalf has made any warranty or representation in relation to those matters.

9. TOWN PLANNING RESTRICTIONS

Any restriction of the use of the land under any Country or Town Planning Act, plan or scheme in any legislation or otherwise to control the use of the land shall not affect the validity of this Contract or constitute a defect to the Vendor/s Title.

10. WHOLE OF CONTRACT

It is hereby agreed between the parties hereto that there are no conditions warranties or other terms affecting this Sale other than those embodied herein and the purchaser/s shall not be entitled to rely on any representations made by the vendor/s or its agents except such as are made conditions of this Contract

11. STAMP DUTY INDEMNITY

The purchaser/s hereby agrees to indemnify and will keep indemnified at all times hereafter the vendor/s agent against all liabilities claims, proceedings and penalties whatsoever under the Duties Act or any amending or replacement Act relating to the Contract of Sale and/or any substitute Contract of Sale and/or the Instrument of Transfer or Conveyances of the Property.

12. NON-MERGER

To the extent this Contract includes obligations which continue or arise after the settlement date, this Contract shall remain in full force and effect notwithstanding settlement and the provisions of this contract shall not merge with any conveyance, transfer or assignment or registration of any of the foregoing.

13. DIRECTORS GUARANTEE AND INDEMNITY

If the purchaser/s is a Company not listed on the first board of any Stock Exchange in Australia (or is not a subsidiary of a Company which is so listed), it agrees that it will upon the signing hereof or within 7 days from the day of sale procure and deliver to the vendor or the vendors solicitors a joint and several Guarantee and Indemnity in the annexed form duly executed by all of its Directors. Further it agrees that in the event of this Contract being signed on behalf of the Company by one or more of its directors, such directors shall forthwith complete and execute the said annexed joint and several Guarantee and Indemnity. Any person or persons signing this Contract on behalf of the Purchaser Company shall be deemed to be bound by the provisions of the annexed Guarantee and Indemnity.

14. FOREIGN ACQUISITION

- (a) If the purchaser is required to obtain the approval of the Treasurer of the Commonwealth of Australia ("the Treasurer") under the Foreign Acquisitions and Takeovers Act 1975 to the purchase of the property by the purchaser then the purchaser hereby warrants that it has obtained such approval.
- (b) The purchaser acknowledges that the vendor is relying upon the purchaser's warranty contained in Special Condition 11(a) hereof and further acknowledges that should such warranty be untrue in any respect then the purchaser shall indemnify the vendor against all loss or damage including any consequential loss which the vendor may suffer as a consequence of the vendor having relied upon the purchaser's warranty when entering into this Contract.

15. NOMINATION

The following are conditions precedent to the acceptance by the vendor of any nomination hereunder made by the purchaser under General Condition 5 hereof.

- (a) The purchaser shall submit to the vendor no later than fourteen days prior to the due date for payment of the residue as referred to in this Contract a copy of a Statutory Declaration duly declared in a form approved by the State Revenue Commission of Victoria duly declared by the purchaser together with evidence of acceptance of such nomination by the substituted purchaser to the absolute satisfaction of the Legal Practitioner for the vendor.
- (b) The purchaser and any Guarantor hereunder, shall furnish to the vendor (in the form of a Guarantee acceptable to the vendor's solicitors) a Guarantee of the obligations of the substituted Purchaser.
- (c) The purchaser shall authorise the stakeholder in writing to apply the deposit monies and any monies paid hereunder as a deposit as monies payable on behalf of the substituted purchaser.
- (i) Before the proposed Settlement Date and the date of actual delivery of the Transfer of the vendor ("the default period"), and
- (ii) Interest in accordance with General Condition no. 26 shall be payable on the balance of the Price and shall be deemed to have been demanded by the vendor from the purchaser and shall be payable by the purchaser to the vendor for the default period in addition to and not by way of substitution for any other rights or remedies the vendor may have against the purchaser pursuant to this Contract.

16. STAMP DUTY: PURCHASERS BUYING UNEQUAL INTERESTS

- (i) If there is more than one purchaser, it is the purchasers responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- (ii) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (iii) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to an additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (iv) This Special Condition will not merge on completion.

17. ADJUSTMENT OF LAND TAX

General conditions 15.2 (b) and (c) will not apply to his Contract. Land tax is to be adjusted on a proportional basis. This will apply even if on a single holding basis no amount would be rated or if a surcharge rate applies.

18. PPSR CHARGES

- (a) The purchaser acknowledges that in accordance with the contract the vendor is only supplying Land, Building & Fixtures. The vendor is not supplying any personal property within the meaning of the **Personal Property Securities Act 2009 (Cth)**.
- (b) The parties agree that General condition 7 does not apply to this Contract.

19. FINANCE

- a) The Purchaser acknowledges that should this contract be subject to finance that is noted on the Particulars of Sale, then General Condition 14.2(c) is to be deleted and the following sentence is to be inserted; "serves written notice ending the contract on the vendors representative on or by 5.30pm on the approval date". In addition, in the event that finance is not approved then the purchaser MUST provide written proof on a formal letter generated by the lender or lending institution to which the finance was applied to by the purchaser. It is agreed that any such decline will NOT be acceptable if from a broker or loan originator or the like, that finance was declined. Failure to comply will render the finance clause unconditional in this transaction if such formal decline letter is not provided within 10 days of the purchaser or the purchaser's representative advising that finance has been declined.
- b) The purchaser will pay to the vendor on settlement the sum of one hundred and ten dollars for any finance & or deposit extension request. Such cost is to cover the vendors' representative for the additional work completed for such request by the purchaser. It will be payable on settlement regardless of whether any such request is granted or not, by the vendors' representative and will be shown in the final adjustments. It is agreed between the parties that this condition is an essential part of the contract.

20. ADJUSTMENT CERTIFICATES

The purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments. At the time that the purchaser or their representative makes submission of the adjustments to the vendors' representative, proof is required to justify any authority or figure that has been listed in such adjustments. Justification of adjustments must be by way of copies of certificates purchased by the purchasers' representative in order to verify the information allowed for in such adjustments. These certificates will be provided to the vendors' representative at the time of submission of the adjustments. The vendor will not be obliged to provide cheque details till this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to re adjust, after settlement has been completed. This condition will not merge on settlement.

21. LEASE

If this property is sold subject to any Commercial Lease & or Residential Tenancy Agreement then the following conditions apply to this contract.

- a. The purchaser acknowledges having inspected the lease and is deemed to have notice and knowledge of its contents.
- b. The Purchaser is not entitled to make any objection in relation to the lease.
- c. Until the purchaser becomes entitled to receipt of rents and profits of the property, the Vendor or the Vendors' agent may, in the normal course of business:
 - i. take proceedings against the tenant to secure payment of any outstanding monies due by that tenant;
 - ii. obtain vacant possession or take such actions as the Vendor deems appropriate;

- iii. do whatever it believes is necessary for the proper management of the property and the Vendors' rights and obligations as owner of the freehold.
- d. The purchaser indemnifies and agrees to keep indemnified and to hold harmless the Vendor against all actions, proceeding, claims, demands, costs and expenses in connection with the lease arising on or after settlement other than as a result of any default by the vendor prior to settlement.
- e. Notwithstanding Section 1412(1) of the Property Law Act 1958, the Vendor shall retain all rights as landlord in respect of the recover by the Vendor of all rent the outgoings which relate to any period prior to the settlement date.
 - i) to the extent that the retention of those rights is ineffective for any reason, the Purchaser must, at the request direction and expense of the Vendor exercise its rights under Section 141(2) of the Property Law Act 1958 in respect of the recovery of those monies for the benefit of the Vendor.
 - ii) The purchaser covenants to immediately pay to the Vendor all monies paid to or recovered by the Purchaser at any time.
 - iii) this Special Condition will not merge on completion of the sale and purchase, but will continue to have full force and effect.
- f. Notwithstanding anything contained in this contract to the contrary, the Vendor does not warrant that the Lease will be in place and occupied by the tenant on the settlement date and the Purchaser acknowledges and agrees that the Purchaser shall be obliged to settle notwithstanding that the property may be vacant on the settlement date.

22. DUTIES ONLINE

- A. The purchaser via email, will receive an invitation to complete the purchaser's obligation with the Duties online form/s.
- B. Provided the vendors representative has forwarded via the Duties online portal the necessary invitation, to the purchaser or their representative, within 8 business days prior to the settlement, the purchaser will be in default of this contract should the Duties form not be completed and made ready for signing within 5 business days prior to settlement to enable the Vendor to be able to sign and complete their obligation with the State Revenue office in this regard.
- C. In the event that the purchaser fails to comply with special condition the vendor will be able to delay settlement by upto 5 business days from date email notification is received from the State Revenue office that the form has been completed and ready for signing. It is agreed between the parties that the purchaser is then in default of this contract.
- D. Once the Duties Online invitation has been sent to the purchaser & or their representative by the vendors representative, in the event that the purchaser or their representative, requests any, alteration to the contract and or duties online form in any shape for form, the purchaser agrees to pay the amount of \$110.00 (one hundred and ten dollars) per change, to the vendor, payable on settlement, shown via the adjustments. It is agreed between the parties, that the Purchaser will be default of this contract should this condition not be complied with.

23. SALE BY PUBLIC AUCTION

"Sale by auction [No. _____] The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules." These Rules are attached and form part of this Contract.

Guarantee & Indemnity

Name:

Of

Address:

(Hereinafter called "the Guarantor") IN CONSIDERATION of the vendor having agreed at the Guarantors request (as is hereby acknowledged) to enter into the Contract of Sale (a copy of which Contract is annexed hereto and is hereinafter called "the Contract of Sale") with the purchaser named in the Contract of Sale HEREBY GUARANTEES to the vendor the payment of the whole of the purchase money, interest and other moneys due and payable under the Contract of Sale and the due observance and performance by the purchaser of all covenants and provisions binding on the purchaser thereunder or pursuant to any other Agreement made between the purchaser and the vendor.

The Guarantor agrees and covenants that:-

1. In this guarantee unless the context otherwise requires-
 - 1.1 This Guarantee and the Guarantee shall mean this document of Guarantee and Indemnity herein contained;
 - 1.2 Guarantor shall mean and include each or the person or persons or companies or entities described above and their respective heirs, executors, administrators, successors and assigns;
 - 1.3 Purchaser shall mean the person or the company being described in the Contract attached hereto and that person or company's executors, administrators, successors and assigns;
 - 1.4 Vendor shall mean the person or the company being described in the Contract attached hereto and that person or company's executors, administrators, successors and assigns;
 - 1.5 Contract shall mean the Contract of Sale of land to which the Guarantee is attached.
2. This Guarantee shall be Without Prejudice to and shall not be affected nor shall the rights or remedies of the vendor against my Guarantor be in any way prejudiced or affected by any of the following:
 - 2.1 Any security negotiable or otherwise which may now or hereafter be held from any person in respect of the payment or any monies or from the purchaser or any of the other person in respect of any sum hereby guaranteed;
 - 2.2 Any release variation exchange renewal or modification made or any other dealing by the vendor with any judgment specialty instrument negotiable or otherwise or other security whatsoever recovered held or enforceable by him in respect of all or any of the monies hereby guaranteed or any agreement at any time with the vendor the vendors discretion with respect to any such matter;
 - 2.3 Any time given to the purchaser in connection with the payment of any monies hereby guaranteed and indemnified or any other indulgence or variation or revision agreement granted to our composition compromise or arrangement between the purchaser or any other person whether with or without the consent of or notice to the guarantor nor by death, bankruptcy or winding up the purchaser, nor by the vendor receiving any payment which is not legally entitled to retain;
 - 2.4 Any variation, modification, amendment or notation of the Contract or any substitution thereof.
3. The Guarantor will waive any rights under the law or suretyship inconsistent with the terms thereof.
4. That the vendor's acceptance hereof shall not preclude the vendor from exercising the vendor's rights in respect of any continuing recurring or future default by the purchaser.
5. In the event of a composition or arrangement by the purchaser with the purchaser's creditors or the purchaser's bankruptcy or (if the purchaser be a company) an order being made or resolution passed for its winding up or the purchaser being placed under official management until the vendor has received a hundred cents in a dollar in respect of the monies the subject of this Guarantee & Indemnity to prove for any debt or liability due to the vendor.
6. The service of a demand shall not be a condition precedent to the enforcement of the Guarantor's liability hereunder.

DATED

2020

**VENDOR:
THUY THI NGUYEN**

to

CONTRACT OF SALE

**PROPERTY:
296 DALTON ROAD
LALOR VIC 3075**

Sabdo & Associates
Lawyers
PO Box 147
Thomastown, 3074
Tel: 03 9464 7898
Fax: 03 9464 5413
Ref:

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 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

VENDORS STATEMENT

TO THE PURCHASER OF REAL ESTATE PURSUANT
TO SECTION 32 OF THE SALE OF LAND ACT 1962("THE Act")

VENDOR: THUY THI NGUYEN
PROPERTY: 296 DALTON ROAD LALOR VIC 3075

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property with the appropriate authorities.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from or reduction of the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

1. RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered).

Description - As set out in the attached copies of document/s.

And the purchaser is to note that there may be sewers drains water pipes, underground and/or overhead electricity cables underground and/or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

Particulars of any existing failure to comply with their terms are as follows - None to the Vendor's knowledge.

However underground electricity cables sewers/drains may be laid outside registered easements

2. PLANNING & ROAD ACCESS

Information concerning any planning instrument is as follows

- (a) Name: **Whittlesea Planning Scheme**
- (b) The Responsible Authority is: **Whittlesea City Council**
- (c) Zoning and/or Reservation: **General Residential Zone- Schedule (5)**
- (d) Planning Overlay: **Development Contributions Plan Overlay Schedule (3)**

There **is access** to the property by road

3. OUTGOINGS & STATUTORY CHARGES

Information concerning any rates taxes charges or other similar outgoing (including any Body Corporate charges) and any interest payable on any part of them as follows:
their amounts are as follows:

	AUTHORITY	AMOUNT	INTEREST
(a)	Whittlesea City Council	\$ pa.	NIL
(b)	Yarra Valley Water	\$ pa.	NIL
(c)	Body Corporate as attached if any	\$ pa.	NIL
(d)	Land Tax as attached if any	\$ pa.	NIL

Any amounts (including any proposed Body Corporate levy) for which the Purchaser may become liable in consequence of the property, are as follows: pursuant to normal adjustments of outgoing as at date of final settlement.

Their total does not exceed **\$5,000p.a.**

The amount owing under any other registered or unregistered statutory charge that secures an amount due under any other legislation is NIL

4. SERVICES

Information concerning the supply of the following services –

	S E R V I C E	C O N N E C T E D	P R O V I D E R
(a)	Electricity	Yes	Local Provider
(b)	Gas	Yes	Local Provider
(c)	Water	Yes	Yarra Valley Water
(d)	Sewerage	Yes	Yarra Valley Water
(e)	Telephone	No	Local Provider

The purchaser should check with the appropriate authorities as to the availability, transfer of connection and costs of providing any essential services not connected to the property.

5. BUILDING

(a) BUILDING APPROVALS

Particulars of any Building approval granted during the past seven years under the Building Control Act 1981 (required only where the property includes a residence) are as follows:

ATTACHED IF APPLICABLE

(b) GUARANTEE

Particulars of any Guarantee issued in the past seven years under the House Contracts Act 1987 (required where the property includes a residence constructed by an owner - Builder):

ATTACHED IF APPLICABLE

(c) INSURANCE

Particulars of any required Insurance Effected In The Past Six Years and Six Months Under The Building Act 1993 (required where the property includes a residence to which s. 137B Building Act 1993 applies): **ATTACHED IF APPLICABLE**

6. NOTICES

Particulars of any notice order, declaration report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge including any

affecting the Body Corporate and any liabilities (whether contingent proposed or otherwise) where the Property is in a subdivision containing a Body Corporate including any relating to the undertaking of any repairs to the Property:

quarantine or stock order imposed under the Stock Diseases Act 1968 (whether or not the quarantine or order is still in force);

Notice pursuant to section 6 of the Land Acquisition and Compensation Act 1986 are as follows
None to the Vendors knowledge save those relating to apportionable outgoing The Vendor has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendors

7. TITLE

Attached are copies of the following document/s relating to the title to the property are annexed hereto The Certificate of Title Volume **8960** Folio **881** and Lot **435** on Plan of Subdivision **LP94969**

8. SWIMMING POOL

If the property should include a swimming pool all existing swimming pools and spas installed prior to April 8 1991 are required to comply with the minimum standards of the Building Regulations 1994 Regulation 5.13 by July 1, 1997. More information may be obtained from your Council. If apply then it shall become the Purchaser's responsibility.

9. SELF CONTAINED SMOKE ALARMS

Since February 1997 all dwellings (as described under the regulations) will be required to have smoke detectors installed by January 31 1999 or if the property is sold any time prior to January 31 1999 then compliance must occur within thirty days after settlement of the sale. The mandatory requirements for smoke alarms (devices that combine both smoke detection and alarm facilities in a single unit) are specified in the Building Code of Australia (BCA) clause E1.7 and regulation 5.14 of the Building (Amendment) Regulations 1996 These provisions require self contained smoke alarms that comply with AS3786 If apply then it shall become the Purchaser's responsibility.

10. BODY CORPORATE

If the land is affected by an owners corporation within the meaning of the Owners Corporations Act 2006
(a) A copy of the current owners corporations owners corporations certificate issued in respect of the land under the Owners Corporation Act 2006; and
(b) A copy of the documents required to accompany the owners corporations certificate under section 151(4)(b) of the Owners Corporation Act 2006.
(c) The Owners Corporation is an inactive Owners Corporation. **not applicable**

11. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION: Attached If Applicable

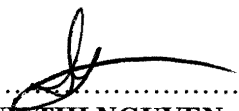
12. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION: Attached If Applicable

13. BUSHFIRE PRONE AREA

This land is **not** within a bushfire prone area within the meaning of the regulations made under the Building Act 1993.

NOTE: The Vendor has no means of knowing of all decisions of public authorities and Government Departments affecting the property unless communicated to the Vendor. the Purchaser agrees to comply at its own expense with the Building Code of Australia and Building Regulations insofar as they may require the installation of additional smoke alarms and pool/spa safety fences if applicable

Signature of the Vendor(s)

x  31/3/20

Print name of the Vendor(s) **THUY THI NGUYEN**
Date of Statement

The purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract

Signature of the Purchaser(s)

.....
Print name of the Purchaser(s)
Date of Acknowledgement

PLEASE NOTE

That where the property is to be sold on terms pursuant to Section 32(2)(f) of the act and/or sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits of the property pursuant to Section 32(2)(a) of the Act - then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.

VOLUME 08960 FOLIO 881

Security no : 124082025523C
Produced 06/03/2020 02:40 PM

LAND DESCRIPTION

Lot 435 on Plan of Subdivision 094969.
PARENT TITLE Volume 08280 Folio 128
Created by instrument LP094969 20/02/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THUY THI NGUYEN of 296 DALTON ROAD LALOR VIC 3075
AM168677W 09/09/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ715319T 09/02/2018
COMMONWEALTH BANK OF AUSTRALIA

COVENANT F497013 18/10/1974

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

DIAGRAM LOCATION

SEE LP094969 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: 296 DALTON ROAD LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA
Effective from 09/02/2018

DOCUMENT END

F 497013

F 497013

\$3500
\$24

9-56 427270 00118-74

BRISTOL SILBERSHER CARISS & LEVINE

READ.

copy MADE AVAILABLE TO ISSUE TO *Lodging Party* VICTORIA TRANSFER OF LAND

WITHERS ESTATES PROPRIETARY LIMITED (in voluntary liquidation) formerly of 60 Collins Street Melbourne but now of 366 Whitehorse Road Nunawading being registered as the proprietor of an estate in fee simple in the land herein after-described subject to the encumbrances notified hereunder, IN CONSIDERATION of the sum of EIGHTEEN THOUSAND DOLLARS (\$18,000) paid to it by A. & I.A.M. TOMPOS PTY.LTD. of 406 Lonsdale Street Melbourne (hereinafter called the Transferee) DO HEREBY TRANSFER to the said A. & I.A.M. TOMPOS PTY.LTD. all its estate and interest in ALL THOSE pieces of land being Lots 434 and 435 on Plan of Subdivision No. 94969 and being the whole of the land more particularly described in Certificates of Title Volume 8960 Folio 880 and Volume 8960 Folio 881 respectively AND the transferee with the intent that the benefit of this covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision other than the said Lots 434 and 435 for it, its heirs executors administrators and transferees hereby covenant with the said WITHERS ESTATES PROPRIETARY LIMITED its successors assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the lands hereby transferred) that the Transferees its heirs executors administrators and transferees shall not at any time erect construct or build or cause to be erected constructed or built on the said Lots 434 and 435 any dwelling house or other residence which is not built of brick or brick veneer constructions and a covenant to the foregoing effect shall appear as an encumbrance on the Certificate of Title to issue in respect of the said land.

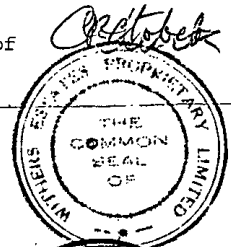
DATED the *14th* day of *October* 1974

THE COMMON SEAL OF WITHERS ESTATES PROPRIETARY LIMITED (in voluntary liquidation) was hereunto affixed in the presence of:

[Signature] Liquidator

THE COMMON SEAL OF A. & I.A.M. TOMPOS PTY.LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

[Signature] Director
[Signature] Secretary



**Memorandum of the within instrument
has been entered in the Register Book.**



ENCUMBRANCES REFERRED TO:
As set out at the foot of the said Certificate of Title (if any).



DF497013-1-8

VICTORIA STATE DUTY

001-14-74 9 725569 09075

LEGISLATION

copy in 1965 75/1
13/26

F426319

To the Registrar of Titles

Please register this dealing

and on completion hand SIT Vol 8960 Fol 880 and
Vol 8960 Fol 881 to Lodging Party

Mahony O'Brien & Duggan

per [Signature]

DATED 1974

S. Doherty
360-00
New Loan \$24-00

WILKINS ESTATES PTY. LTD.

to

A. & I.A.M. TOMPOS PTY. LTD.

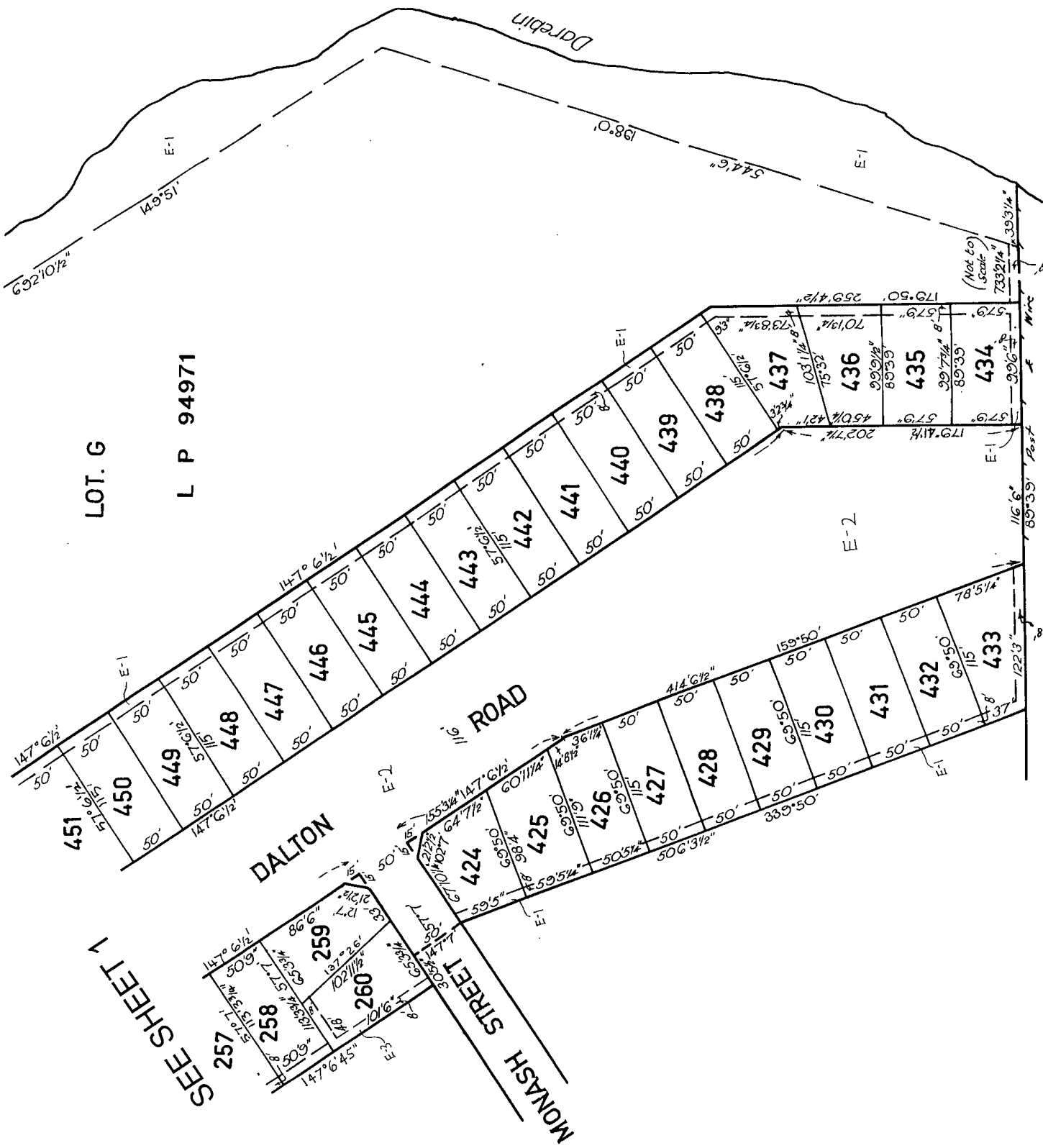
TRANSFER OF LAND

Lots 434 & 435 Dalton Rd., Lalor

BRISBANE SILBERSHER CARISS & LEVINE
SOLICITORS,
239 High St.,
THOMASTOWN, 3074
TEL: 4653555 AS:KC/T/3731

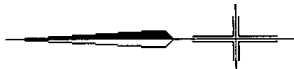
LP 94969

2 SHEETS
SHEET 2



LOT. G
L P 94971

SEE SHEET 1



Property Report

from www.land.vic.gov.au on 31 March 2020 02:09 PM

Address: 296 DALTON ROAD LALOR 3075

Lot and Plan Number: Lot 435 LP94969

Standard Parcel Identifier (SPI): 435\LP94969

Local Government (Council): WHITTLESEA Council Property Number: 119826

Directory Reference: Melway 9 C3

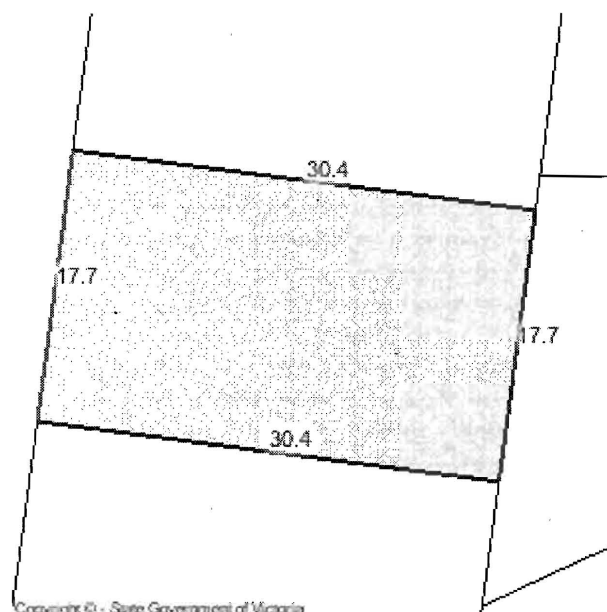
This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Site Dimensions

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



Area: 539 sq. m

Perimeter: 96 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.

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

State Electorates

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: THOMASTOWN

Utilities

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Yarra Valley Water

Melbourne Water: inside drainage boundary

Power Distributor: AUSNET ([Information about choosing an electricity retailer](#))

Planning information continued on next page

Planning Zone Summary

- Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 5 (GRZ5)
- Planning Overlay:** DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)

Planning scheme data last updated on 26 March 2020.

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 [Planning Schemes Online](#)

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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

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

Area Map



From www.planning.vic.gov.au on 31 March 2020 02:10 PM

PROPERTY DETAILS

Address: **296 DALTON ROAD LALOR 3075**
 Lot and Plan Number: **Lot 435 LP94969**
 Standard Parcel Identifier (SPI): **435\LP94969**
 Local Government Area (Council): **WHITTLESEA**
 Council Property Number: **119826**
 Planning Scheme: **Whittlesea**
 Directory Reference: **Melway 9 C3**

www.whittlesea.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/whittlesea

UTILITIES

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

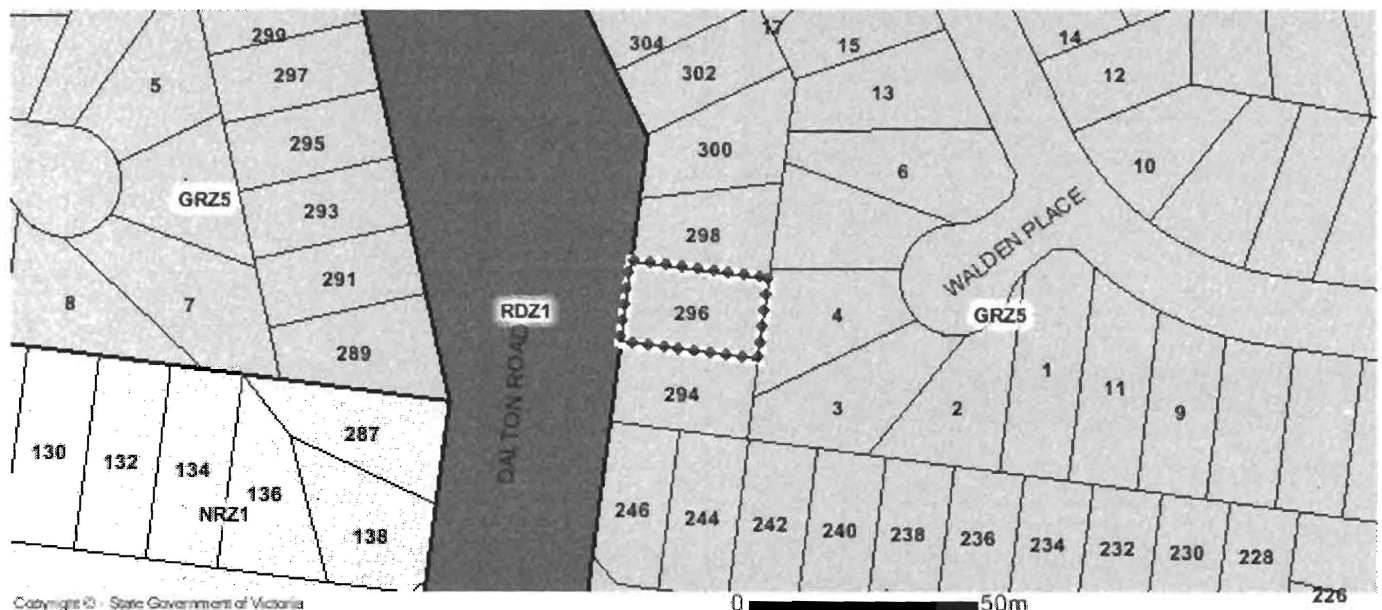
STATE ELECTORATES

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

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 5 (GRZ5)



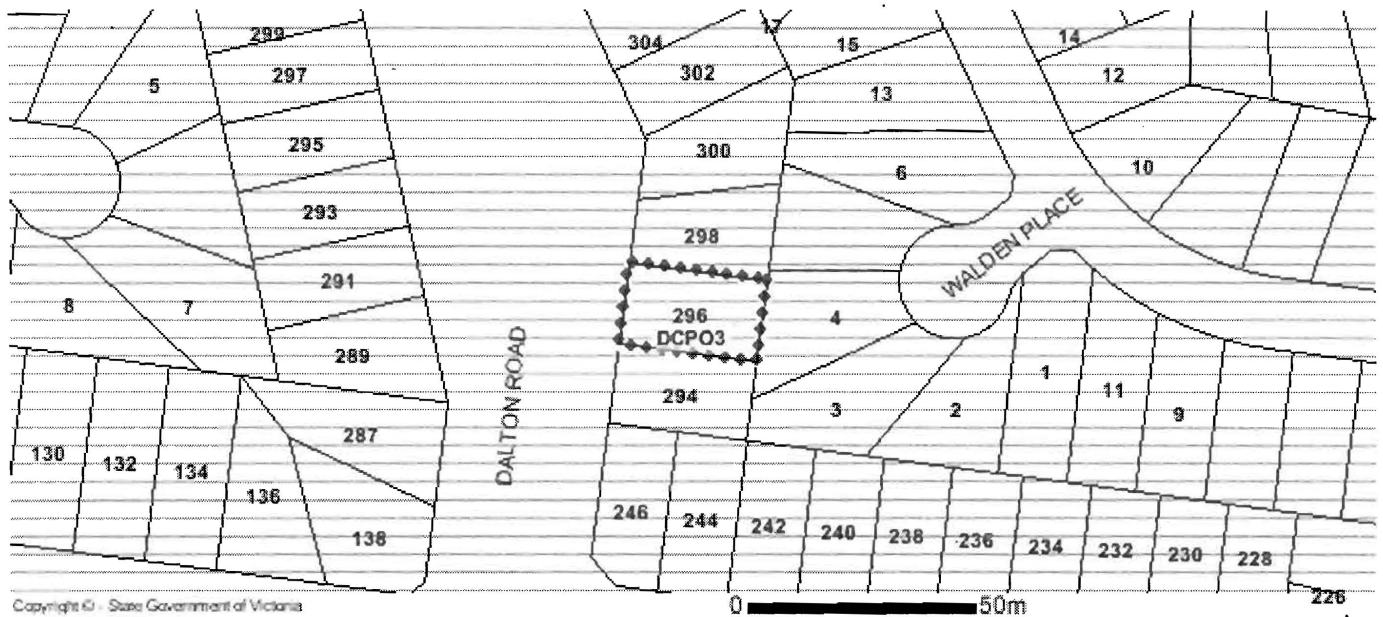
GRZ - General Residential
 NRZ - Neighbourhood Residential
 RDZ1 - Road - Category 1

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

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



Copyright © - State Government of Victoria

 DCPO - Development Contributions Plan

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 26 March 2020.

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

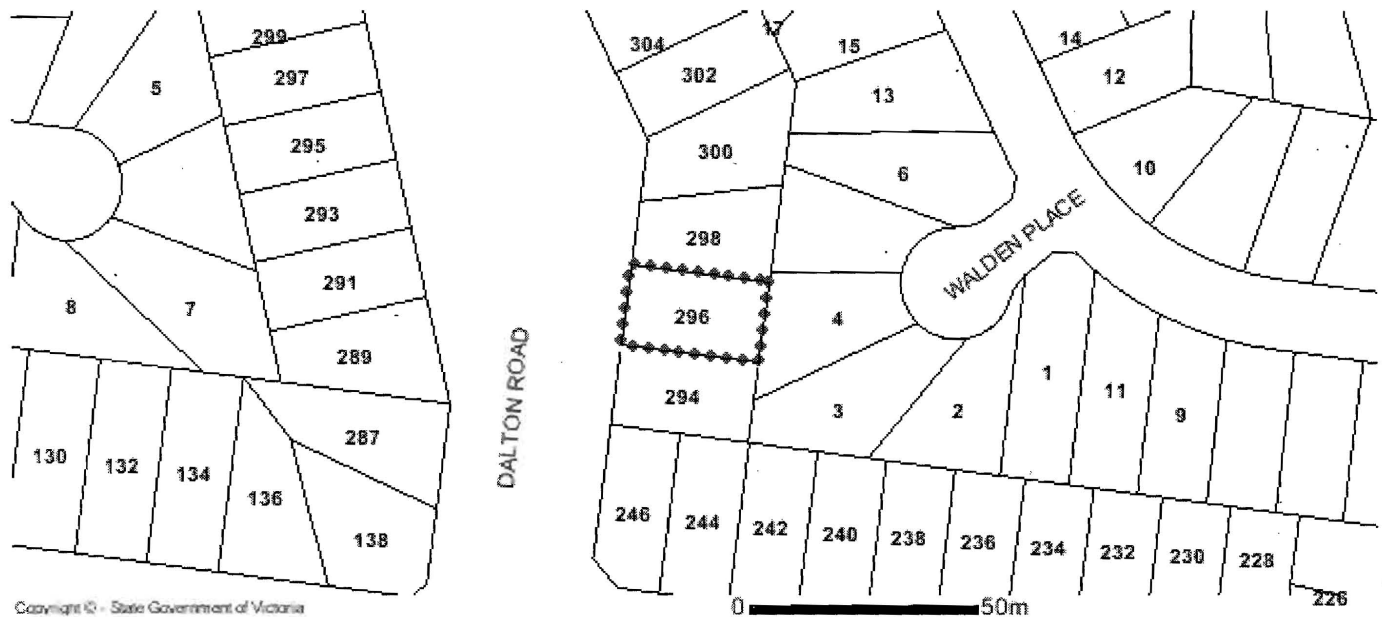
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



 Designated Bushfire Prone Area

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

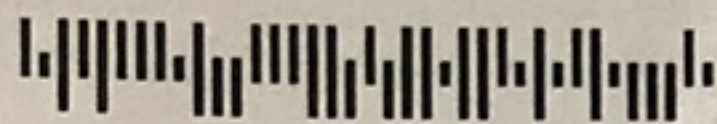
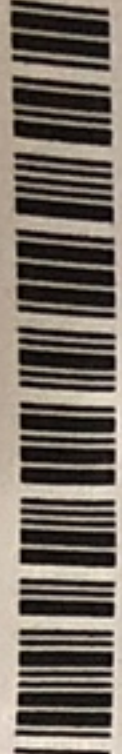
For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Valuations, Rates & Charges

For the period 1 July 2020 to 30 June 2021
 Issue Date 13/07/2020

Assessment Number

0119826



029-3075 (1754)

T T Nguyen
 9 Griffin Ct
 LALOR VIC 3075

Rates & charges payable for this year
\$1,604.43

Overdue & payable immediately
\$1,628.07
 Please ensure your payments are up to date if you are on an agreed payment arrangement.

Valuation Details

Site value \$385,000
 Capital improved value \$525,000
 Net annual value \$26,250
 Level of value date 01/01/2020
 Valuation operative date 01/07/2020

These valuations have been prepared for rating and taxation purposes only and are not intended for any other use.

Property Details

296 Dalton Road LALOR VIC 3075
 LOT 435 LP 94969

Ward South East
 AVPCC 110 Detached Dwelling
 Land Use Residential

Land use is for State fire services levy purposes only.

Rating Details

Overdue Balance at 30/06/2020	\$1,628.08
Net payments and other adjustments	-\$0.01
General rate 26,250.00 x 0.05144296	\$1,350.38
State MFB fixed charge Residential 1.00 x 113.00	\$113.00
State MFB levy Residential 525,000.00 x 0.00005400	\$28.35
Waste Service Charge (Res/Rural) 1.00 x 112.70	\$112.70
Rates pensioner concession	\$0.00
State fire services pensioner concession	\$0.00
Rates Rebate	\$0.00

Council has complied with the Victorian Government's rate cap of 2%. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons;

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

Payment Options

Quarterly instalments

1st Instalment
 By 30/09/2020
\$401.43

2nd Instalment
 By 30/11/2020
\$401.00

3rd Instalment
 By 28/02/2021
\$401.00

4th instalment
 By 31/05/2021
\$401.00

If full payment of the first instalment is not received by the due date, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment notices for the remainder of this rating year.

Lump sum

Payable by 15/02/2021
\$1,604.43

9 Monthly payments

1st payment by 30/09/2020
By application only - closes 31/08/2020
 See application form for details.

18 Fortnightly payments

1st payment by 02/10/2020
By application only - closes 31/08/2020
 See application form for details.

Payment Methods

www.whittlesea.vic.gov.au



Billers Code: 5157
Ref: 0119826

BPAY™ this payment via internet or phone banking.
 BPAY View™ - View and pay this bill using internet banking
 BPAY View Registration No.: 0119826



Billpay Code: 0350
Ref: 1198268

Pay in person at any post office, phone 13 18 16 or go to postbillpay.com.au
 Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



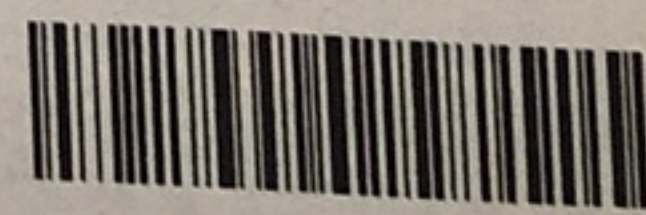
Phone 1300 301 185



Mail
 PO Box 2002
 Preston Vic 3072
 Please allow for postal delays.



350 1198268
\$401.43



350 1198268
\$1,604.43



Council Offices
 Cash, Cheque or EFTPOS
 Hours - 8.30am to 5.00 pm Mon. to Fri.
 (except public holidays).

Brick & Rubble Waste
 Timber Waste
 Green Waste
 Hard Waste

\$30
 Terms and Conditions apply

31st March 2020

R and S Search and Property Services C/-
LANDATA

Dear R and S Search and Property Services C/- ,

RE: Application for Water Information Statement

Property Address:	296 DALTON ROAD LALOR 3075
Applicant	R and S Search and Property Services C/- LANDATA
Information Statement	30527822
Conveyancing Account Number	7959580000
Your Reference	Nguyen

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	296 DALTON ROAD LALOR 3075
------------------	----------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE 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	296 DALTON ROAD LALOR 3075
------------------	----------------------------

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.

R and S Search and Property Services C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 3608178665
Rate Certificate No: 30527822

Date of Issue: 31/03/2020
Your Ref: Nguyen

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
296 DALTON RD, LALOR VIC 3075	435\LP94969	1221596	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2020 to 31-03-2020	\$19.42	\$19.42
Residential Sewer Service Charge	01-01-2020 to 31-03-2020	\$113.94	\$113.94
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$79.02
Drainage Fee	01-01-2020 to 31-03-2020	\$25.38	\$25.38

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		\$479.39
	Total for This Property		\$717.15
	Total Due		\$717.15

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the

purchasers account at settlement.

5. Any deferred property debt is included in the arrears figures.

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 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

10. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Property No: 1221596

Address: 296 DALTON RD, LALOR VIC 3075

Water Information Statement Number: 30527822

HOW TO PAY



Biller Code: 314567
Ref: 36081786651



Mail a Cheque with the Remittance Advice
below to:

Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 1221596

Address: 296 DALTON RD, LALOR VIC 3075

Water Information Statement Number: 30527822

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

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Email: support@pexa.com.au

PART B - TERMS AND CONDITIONS**1. Residential Tenancies Act 1997**

Each party must comply with the *Residential Tenancies Act 1997* ("the Act"). For further rights and duties refer to the Act.

2. This Agreement

2.1 This Agreement is made on the date specified in Item 1 in the Schedule hereto between the Landlord whose name and address is specified in Item 2 in the Schedule whose Agent is specified in Item 3 in the Schedule and the Tenant whose name and address is specified in Item 4 & Item 5 in the Schedule.

2.2 The term of this Agreement is specified in Item 9 of the Schedule commencing on the Commencement Date and expiring on the Expiry Date and unless either party terminates this Agreement in accordance with the Act it will continue as a periodic tenancy.

3. Premises and Rent

3.1 The Landlord lets to the Tenant the Premises specified in Item 5 in the Schedule together with those items listed in the Schedule, for which the Rent shall be the amount specified in Item 6 and payable to the party specified in Item 7 in the Schedule.

4. Bond

4.1 The Tenant shall pay the bond specified in Item 8 of the Schedule to the Agent on or before signing this agreement.

4.2 The Agent must lodge the bond with the Residential Tenancies Bond Authority ("RTBA") within 10 business days after receiving the Bond from the Tenant. If the Tenant does not receive a bond receipt from the RTBA within 15 business days of paying a bond, the Tenant should contact the RTBA directly.

6. Condition of the Premises

5.1 The Landlord must:

- (a) ensure that the Premises are maintained in good repair; and
- (b) if the landlord owns or controls the common areas relating to the Premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises

6.1 The Tenant must ensure that care is taken to avoid damaging the rented Premises.

6.2 The tenant must take reasonable care to avoid damaging any common areas.

6.3 The Tenant who becomes aware of damage to the rented Premises must give notice to the Landlord of any damage to the Premises as soon as practicable.

7. Cleanliness of the Premises

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

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

8. Use of Premises

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

8.2 The Tenant must not use or allow the Premises to be used in such a manner as to cause nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring Premises.

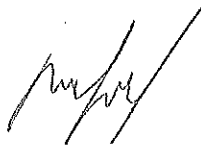
9. Quiet Enjoyment

9.1 The Landlord must take all reasonable steps to make sure that the Tenant has quiet enjoyment of the Premises.

10. Assignment of Lease or Sub-Letting

10.1 The Tenant must not assign or sub-let the whole or any part of the Premises without the written consent of the Landlord. The Landlord's consent must not be unreasonably withheld.

10.2 The Landlord must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.



PART C - ADDITIONAL TERMS AND CONDITIONS

Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section.

11 Agent is First Point of Contact

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

12 Water Consumption & Utilities

12.1 The Agent will provide the Tenant's details to its utility connection service for the purposes of ensuring that a water connection is completed prior to the move in date. The Tenant is under no obligation to take up any other utility connections. Unless you advise us otherwise, by signing this tenancy agreement you are consenting to On The Move contacting you to arrange the connection of your utility services. Regardless, you consent to On The Move contacting you regarding the connection and disconnection of your water services as a minimum. On the Move may need to disclose personal information to utility companies to arrange your services. On The Move and your agent may receive a benefit for arranging your services. Please see On The Move's Privacy Policy at: www.onthemove.com.au/legal-and-privacy. Standard connection fees may apply.

12.1 The Landlord is responsible for the costs and charges set out in section 53(1) and, if applicable, section 54 of the Act. The Tenant is responsible for the costs and charges set out in section 52 of the Act.

12.2 If a service is disconnected or damaged:

- (a) due to the fault of the Landlord, Agent or Landlord's contractor, the Landlord or Agent will have the service re-connected or repaired; or
- (b) due to the fault of the Tenant, or a person the Tenant has on the Premises, the Tenant must have the service re-connected or repaired at its cost.

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

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

13 Condition Report

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

13.2 The Tenant acknowledges that before it took occupation of the Premises, it received from the Landlord or Agent:

- (a) two copies of a condition report signed by the Landlord or Agent;
- (b) a written guide authorised and published by the Victorian Government entitled 'Renting a home: A guide for tenants'; and
- (c) a copy of this tenancy Agreement.

13.3 The Tenant acknowledges that the condition report must be signed and returned to the Agent within 3 business days after taking possession of the Premises. If the condition report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the Premises, as at the commencement of this Lease.

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

14 Landlord's Insurance and Tenant's Contents Insurance

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

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



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

15 Release, Indemnity, Compensation and Liability

- 15.1 The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the Premises by the Tenant or anyone on the Premises with the consent of the Tenant.
- 15.2 The Tenant uses and occupies the Premises at its own risk and releases the Landlord from all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that such claims arise out of the Landlord's negligence.
- 15.3 The Landlord is not liable to the Tenant for any loss or damage incurred by the Tenant due to:
- (a) any damage to the Premises; and
 - (b) the interruption or damage to any services (including electricity, gas or water) to the Premises, except to the extent to which the Landlord is liable where the Act applies.

16 Reporting Defects

- 16.1 If the Tenant becomes aware of a defect at the Premises that may injure someone or cause damage or which may otherwise give rise to a liability, it must notify the Agent as soon as possible and within 24 hours of becoming aware of such defect.
- 16.2 If the Tenant becomes aware of any blockage of the drainage, septic or sewerage it must notify the Agent within 24 hours. If the Tenant or anyone it allowed onto the Premises, caused a blockage or defect, the Tenant will be responsible to pay to the Landlord the reasonable expenses incurred in having the defect rectified.

17 Inspections

- 17.1 The Tenant acknowledges and understands that after being in possession of the Premises for three months, a routine inspection will be conducted. Thereafter, routine inspections can be conducted every 6 months throughout the duration of the tenancy.
- 17.2 The Tenant acknowledges and agrees that the Agent may conduct regular routine inspections with or without the presence of the Tenant upon giving the Tenant a minimum of 24 hours written notice.

18 Disclosure of Information

- 18.1 The Tenant authorises the Agent to disclose details of its credit worthiness, to the Tenant's personal referees, employer, any record, listing or database of defaults by tenants to the owner or agent of any future residence.
- 18.2 If the Tenant defaults under this Agreement, the agent may disclose details of any such default to any person whom the agent reasonably considers has an interest receiving such information.

19 Employment Details

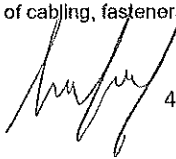
- 19.1 The Tenant agrees to notify the agent of any change of employment to that set out in the original Tenancy Application.

DURING THE TENANCY**20 Permitted Use**

- 20.1 The Tenant must use the Premises for the permitted use, which is as the Tenant's place of residence. The Tenant must not use the Premises for any other purpose without first obtaining the Landlord's consent in writing, by sending a written request to the Agent.
- 20.2 The Tenant shall not do or allow to be done anything that will cause the shared service facilities (if any) to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
- 20.3 Any fines, infringements and penalty notices pertaining to the Premises, will be the responsibility of the Tenant and the Tenant agrees to deduct, from any monies paid to the Agent, the full amount of such fines or infringement, even if that would cause the Tenant to then become in arrears.

21 Alterations or Additions to Premises

- 21.1 The Tenant shall not install any goods, make any alterations or additions to, or carry out any renovations at the Premises including but not limited to, installation of cabling, fasteners, adhesives, power points, light fittings or both, air conditioning,



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dishwasher, heating, in- ground or above-ground pool or spa, safety barrier, fence, gate, awning, blind, shed, antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping, without the prior written consent of the Landlord.

- 21.2 The Tenant shall not erect hooks on the walls without prior written consent of the Landlord. If hooks are installed without consent, the Tenant is liable for the cost to repair any damage.
- 21.3 The Tenant shall not install any pool, spa, pond or water retaining device (either inflatable or constructed) on the Premises without the written consent of the Landlord. Should permission be granted, it will be conditional upon the Tenant obtaining, and providing a copy of, permission and compliance with council or any other regulatory body relating to pool installation and fencing prior to the installation taking place.
- 21.4 In giving consent in accordance with clause 21.1 and 21.2, the Landlord may require the Tenant to comply with reasonable conditions and, before tenancy ends, require the Tenant to comply with section 64(2) of the Act.

22 Urgent And Non-Urgent Repairs

- 22.1 The Tenant acknowledges that all non-urgent repairs and maintenance requests must be submitted in writing to the Agent via email, fax or post to the contact details specified in Item 3 in the Schedule or to the nominated Agent's Representative.
- 22.2 The Tenant agrees to immediately notify the Agent of any URGENT repairs, the contact details for urgent repairs are provided in Item 10 in the Schedule. The Tenant agrees to take all reasonable measures to get in contact with the Agent.
- 22.3 The Landlord and the Tenant acknowledge that the Agent is entitled to authorise urgent repairs to the maximum amount written in Item 10 in the Schedule. The Landlord will be contacted for approval for all urgent repairs prior to proceeding.
- 22.4 The Tenant acknowledges that if a contractor is called out to the Premises with no repair required, then the Tenant may be liable for payment of the invoice issued by the contractor.

23 Garden and Parking

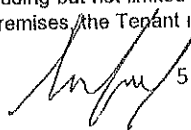
- 23.1 The Tenant agrees to maintain the garden and lawn unless agreed otherwise in writing. This includes weeding garden beds, pruning and maintenance of plants and bushes, mowing and edging of lawns and removal of any debris and leaves and generally keeping it neat and tidy.
- 23.2 The Tenant must water the garden and lawn in accordance with the water restrictions. If there is an automatic watering system in place, the Tenant must notify the Agent if there are any concerns with regards to the operation of the system. It is the tenant's responsibility to keep all plants and lawns alive.
- 23.3 The Tenant must park vehicles in the designated area. The Tenant must not park on grass or garden areas, if it does then the Tenant will be liable to fix any damage caused to the grass and grounds.
- 23.4 The Tenant will be liable for any fine that is received due to the lack of upkeep of the Premises that have been issued by the local council or Owners Corporation in relation to garden maintenance, illegally parked vehicles, rubbish and the like.

24 Light Globes and Pilot Lights

- 24.1 The Tenant must replace at the Tenant's expense, all light tubes and globes to the Premises which become defective during the Term of the tenancy unless the defect is proven to be caused by faulty wiring.
- 24.2 The Tenant is responsible for checking and relighting the pilot lights on all gas appliances such as gas hot water systems, gas heating units and gas ovens, before reporting faults to the Agent. If a tradesperson is sent by the Agent on behalf of the Landlord to relight a pilot light where this is the only issue the Tenant will be liable for all costs.

26 Pets

- 25.1 The Tenant is prohibited from keeping any animal or pet of any description on the Premises without the prior written consent of the Landlord.
- 25.2 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant acknowledges that if the pet become a nuisance or there is a complaint by a neighbour in relation to the pet, then the Landlord may require the said pet to be relocated from the Premises.
- 25.3 If the Landlord consents to the Tenant keeping a pet on the Premises, the Tenant hereby acknowledges and agrees to accept full responsibility for any damage or complaints resulting from keeping a pet at the Premises and further agrees to pay any and all expenses arising from any repairs or replacements to goods and fixtures.
- 25.4 Should a pet cause any damage including but not limited to urinating on the floors, or damages to the interior fixtures or fittings or surroundings area of the Premises, the Tenant must report any damage caused to the Premises to the Agent



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within 7 days and the Tenant agrees to rectify the damage or replace the flooring as soon as possible at the Tenant's expense.

26 Rubbish and Hanging Clothes

- 26.1 The Tenant must store all rubbish and waste in a proper rubbish receptacle with a close-fitting lid, to be kept only in the place provided. The Tenant must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.
- 26.2 The Tenant must only hang clothes outside the Premises where provision for the hanging of clothes has been provided.

27 Inflammable Liquids Not Permitted

- 27.1 Except as allowed by this clause 27, the Tenant must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at the Premises, including but not limited to motor fuels, kerosene and bottled gasses.
- 27.2 Apart from kerosene which the Tenant must not have at the Premises, the Tenant is entitled to keep small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants it requires for purely routine minor maintenance, domestic or house-hold use or to maintain the garden at the Premises.

28 Vehicle/boat Servicing or Repairs Not to be Carried Out

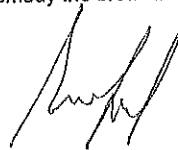
- 28.1 For the purposes of this clause 28, routine minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying out lubrication, oil changing, replacing tyres or a battery or periodic, or other, servicing whether in accordance with manufacturers recommendations or not or repairs of any sort.
- 28.2 The Tenant agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the Premises including common property.
- 28.3 The Tenant also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the Premises or the land or common property on which it is situated to their original condition forthwith.

29 Smoke Alarms

- 29.1 The Tenant acknowledges that the smoke detectors are operational at the commencement of this Lease. If the Tenant becomes aware, or reasonably considers, a smoke detector at the Premises is not, or may not be, in proper working order the Tenant must notify the Agent as soon as possible, and within 24 hours of becoming aware.
- 29.2 The Tenant agrees to carry out tests from time to time to ensure the smoke detector is in working order. If a smoke detector appears to be faulty or does not make the required sound when tested, the Tenant must immediately notify the Agent and confirm such advice in writing on the same day.
- 29.3 The Tenant acknowledges and agrees that it must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, the Tenant must change the battery and notify the Agent and confirm such advice in writing on the same day if any problem persists.

30 Swimming Pool/Spa

- 30.1 This clause 30 applies if there is a swimming pool, spa or variation thereof at the Premises.
- 30.2 The Tenant hereby agrees:
- (a) to maintain the swimming pool/spa by using the equipment provided;
 - (b) to purchase at their own cost, the required chemicals to maintain the swimming pool/spa;
 - (c) to maintain the swimming pool/spa equipment provided in the condition in which it was received at the beginning of the tenancy;
 - (d) to ensure the swimming pool/spa area and surrounds are kept clear of obstacles, that the gate providing access to the swimming pool/spa/spa area is never propped open and that all children are under adult supervision at all times; and
 - (e) to inform the Agent in writing immediately should the safety barrier on the swimming pool/spa/spa area require maintenance or become unsafe.
- 30.3 The Tenant acknowledges and agrees that if clause 30.2 is not complied with, the Agent may serve a notice of breach on the Tenant and the necessary notices thereafter if the Tenant fails to remedy the breach.



31 Locks & Keys

- 31.1 The Tenant is permitted to change the locks including the barrels in all locks at the Premises, on the condition that the Tenant provides duplicate keys to the Agent within 24 hours of changing the locks.
- 31.2 The Tenant is permitted to change the code of an alarm at the Premises, on the condition that the Tenant notifies the Agent in writing within 24 hours of the changed alarm code.
- 31.3 The Landlord and Tenant agree that the Agent is not legally obligated to hold or provide a duplicate key to the Premises. The Agent may request a copy of keys be provided at any time and the Tenant is required to provide the key with a copy of a receipt for reimbursement.
- 31.4 The Tenant acknowledges that it is responsible for the replacement of any lost keys, the provision of additional keys and any locksmith charges where keys are lost or mislaid.
- 31.5 The Tenant acknowledges that whilst all due care has been taken by the Landlord and the Agent to ensure that all keys held by previous occupiers of the Premises have been returned, to ensure total security it is the Landlord's recommendation that the barrels to locks are changed by the Tenant.

32 Blockages Caused by Misuse

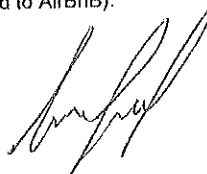
- 32.1 The Tenant must not flush anything into the drainage, septic, sewerage or storm water systems that may cause a blockage. The Tenant shall pay the cost of clearing any pipe, drain toilet or sewage blockages belonging to the Premises caused by misuse by the Tenant or their visitors.

33 Payment of Rental

- 3.2 All rental payments are to be made on time and in full in the manner specified in Item 7 in the Schedule or otherwise instructed by the Agent in writing. No part payments will be accepted. The Tenant acknowledges and agrees that payments made by cheque or money order (aside from the first month's rent and Bond) are subject to a \$16.50 processing fee (inclusive of GST).
- 33.1 The Tenant acknowledges and agrees that the Agent will pay all rental payments including any rental payment which is in advance to the Landlord immediately after funds have cleared.
- 33.2 Any costs incurred by the Landlord or Agent to retrieve rental arrears shall be reimbursed by the Tenant. This includes charges of \$27.60 should a cheque or direct debit dishonour up to three times. Beyond three times \$55.00 will be charged (inclusive of GST).

34 Assignment, Sub-letting and Short Stay Accommodation

- 34.1 The Tenant acknowledges that the persons named on this Agreement are those who will occupy the Premises during the term of the Agreement. Any change in occupant must be immediately notified to the Agent in writing in accordance with clause 34.2.
- 34.2 The Tenant acknowledges that a request of transfer of lease must be given to the Agent in writing and will be subject to Landlord approval. If approved, the Tenant agrees to reimburse the Landlord for the costs and charges incurred in relation to the preparation of a written assignment of the Tenancy Agreement. The costs are \$165.00 (inclusive of GST) plus any Tenant check fees (\$22.00 per new Tenant), such fees are subject to change. A prospective tenant must not move in or occupy the Premises without completing and submitting an application to the Agent for approval by the Landlord.
- 34.3 For the purposes of clause 34.2 to apply, at least one named Tenant from the original Agreement must remain in occupation. If no original named Tenant is to remain, all Tenants must vacate. If this occurs during a fixed term, a lease break will occur.
- 34.4 The Tenant must not grant a licence or part with occupation of the Premises, or a part of the Premises, to provide residential accommodation for a fee or other benefit, without, in each instance, obtaining the Landlord's prior written consent, which, if given, may be subject to reasonable conditions.
- 34.5 The Tenant's obligation to comply with section 64(2) of the Act, applies despite any consent given by the Landlord under this clause 34.
- 34.6 The Tenant agrees that it will not act as a "Host" and advertise part or all of the property to be available for a guest to short term stay or use as holiday accommodation (including but not limited to AirBnB).



35 Fixed Term Lease Break

- 35.1 In the event that the Tenant wishes to vacate the Premises prior to the Termination Date as specified in Item 9 in the Schedule, the Tenant must supply a written notice of intention to break lease or vacate to the Agent (not an SMS message).
- 35.2 The Tenant will be liable for and agrees to pay the following fees and charges as applicable:
- (a) any advertising costs incurred including an internet marketing cost of \$275.00 (inclusive of GST);
 - (b) a break lease fee of 2.5 Weeks' Rental (inclusive of GST);
 - (c) a 'For Lease' board to be erected at a cost of \$99.00 (inclusive of GST);
 - (d) Residential Tenancy Database checks on each applicant at a cost of \$22 per applicant (inclusive of GST);
 - (e) all rent due from the time of vacating to the expiration of the fixed term lease OR until such time a replacement tenant's lease begins.
 - (f) All advertising amounts including internet, boards and database checks are subject to change and will be advised at the time of the lease break.
- 35.3 The Tenant agrees to continue to pay rent in accordance with the lease to the expiration of the fixed term lease OR until such time a replacement Tenant commences its Lease (whichever comes first), and agrees to pay any shortfall due to the property being re-leased at a lower rate. The Landlord agrees to mitigate the Tenant's loss by taking reasonable steps to relet the Premises.

36 Rent Increase

- 36.1 In accordance with the provisions of Section 44 of the Act, the Landlord may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the Tenant at least 60 days' notice of the increase.

37 Advertising Boards and Access To The Premises

- 37.1 The Tenant shall allow the Agent to put on the Premises a notice or notices 'To Let' or 'For Lease' during the last month of the term of this Agreement.
- 37.2 The Tenant shall also allow the Agent to put on the Premises a notice or notices 'For Sale' or 'Auction' at any time during the Term of this Agreement and permit access to the Premises by the Agent to present the Premises to prospective purchasers or tenants upon 24 hours' notice or by Agreement with the Tenant.

38 Owners Corporation Rules (Where Applicable)

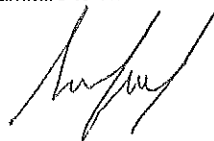
- 38.1 If there is an owners corporation for the Premises ("Owners Corporation"), the Landlord agrees to attach a copy of the current rules of the Owners Corporation to this Agreement.
- 38.2 If clause 38.1 applies, the Tenant agrees to observe and be bound by the rules of the Owners Corporation and any rules amending or superseding them (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the Premises and the common property provided that the Tenant shall not be required to contribute costs of a capital nature or which would, except for the provision, be payable by the Landlord. The Standard Rules of the *Subdivision (Body Corporate) Regulations 2001*, as amended, apply to all bodies corporate.
- 38.3 If clause 38.1 applies, the Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

39 Condensation and Mould

- 39.1 The Tenant must regularly ventilate the Premises including but not limited to keeping the exhaust fan on in all bathrooms and toilets, windows open in the kitchen when cooking, opening windows and doors to allow regular air flow and clean any condensation or mould from windows, window sills, ceilings and within reason keep the blinds up whenever possible to avoid condensation.
- 39.2 The tenant further agrees to keep the bathroom door open and the exhaust fan on where possible and not allow steam to build up. Mould on the ceiling and walls can be easily wiped off with an anti-mould solutions which can be purchased at the supermarket.
- 39.3 The Tenant acknowledges that any damage to the property caused by a failure to comply with this clause 39 must be rectified professionally at the Tenant's expense.

40 Pot Plants and Furniture Placement

- 40.1 The Tenant must not place pot plants on any flooring within or outside the Premises without appropriate protection to avoid damage and staining to surfaces.
- 40.2 The Tenant agrees to insert appropriate protection underneath any furniture to ensure the floors of the Premises (inside and outside) are not damaged.



40.3 The Tenant hereby agrees that any damaged caused to any flooring due to the Tenants failing to adhere to this clause 40, will be rectified professionally at the Tenant's expense.

41 Smoking

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

41.2 If the Tenant has not complied with clause 41.1, in particular the Tenant has been smoking inside, the Tenant will be required to wash down walls, curtains and/or drapes to remove the remains of smoke or repaint walls, replace the curtains and drapes.

VACATING

42 Redirection of Mail and Disconnection of Services

42.1 At the end of the tenancy, the Tenant is solely responsible for disconnecting any utilities or services connected, as well as redirecting their mail. The Tenant shall reimburse the Landlord for any cost incurred by the Landlord due to the Tenant failing to adhere to this clause 42.

43 Notice To Vacate

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

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

43.3 Notice under this clause 43 must be provided to the Agent. If notice is provided by email it must be delivered by each named Tenant listed on this Agreement. The 28 days to vacate will not be taken into account until the last named Tenant's email or notice is received.

44 Expiry of Fixed Term Agreement

44.1 If the Tenant remains in occupation of the Premises after the Termination Date of this Agreement and does not enter into a new fixed term Lease Agreement, the Agreement will revert to a periodic tenancy. The Tenant acknowledges that 28 days' notice to vacate is still required and must be provided to the Agent and in accordance with clause 43.

44.2 The Tenant acknowledges the right of the Landlord under the Act to issue a notice that will terminate the tenancy at the end of this fixed term Agreement.

45 Keys

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

46 Cleaning Premises Upon Vacating

46.1 The Tenant must:

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

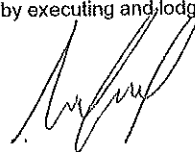
46.2 The Tenant agrees to professionally steam clean all carpeted areas (if applicable) within the Premises at the termination of the tenancy and provide a receipt to the Agent for such activities upon vacating.

46.3 If the Tenant kept a pet at the Premises in accordance with clause 25.1, in addition to the foregoing upon vacating the Premises the Tenant must also:

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

47 Bond Lodgement and Refund

47.1 The bond has been deposited in accordance with the requirements of the Act and RTBA. The Tenant acknowledges that the refund of the bond at the end of the tenancy can only be achieved by executing and lodging a Bond Claim form through the Agent with the RTBA.



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

GENERAL / MISCELLANEOUS

48 General

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

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

48.3 No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Act shall prevent the Landlord from subsequently enforcing any of the provision of the Agreement.

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

48.5 This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

49 Consent to Electronic Service of Documents

49.1 Express consent

(a) The tenant/s, Hatem Mehrez, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: ontime_render@hotmail.com.

(b) The landlord/s, Thuy Thi Nguyen, consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address: thomastown@rataandco.com.au.

49.2 Inferred consent: If the tenant or the landlord (as the case may be) has not consented to electronic service under clause 49.1, the tenant or the landlord must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

49.3 Change of electronic address: The tenant or the landlord must immediately give notice in writing to the other party if the email address for electronic service under clause 49.1 changes.

49.4 Withdrawal of consent:

(a) The tenant or the landlord may withdraw their consent under clause 49.1 to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following giving of notice under 49.4(a), no further notices or other documents are to be served by electronic communication.

SIGNED by the Landlord:

[Signature] _____
Thuy Thi Nguyen

in the presence of:

_____ (Witness)

SIGNED by the Tenant(s):

[Signature] _____
Hatem Mehrez

in the presence of:

[Signature] _____ (Witness)

The TENANT(s) hereby acknowledges having received a copy of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED by the Tenant(s):

[Signature] _____
Hatem Mehrez