CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 5 TANIKA WALK EPPING VIC 3076

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the:
* Particulars of sale; and
* Special conditions, if any; and
* General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER …… on …../…... /20…...

Print name 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 business days if none specified).

SIGNED BY THE VENDOR…… on …../…... /20……

Print name of person signing……
MARK ANDREW PICKETT and NATALIE SU PICKETT

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; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales Section 9AA(1A)

Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

STONE REAL ESTATE WHITTLESEA
1/75 Church Street
WHITTLESEA VIC 3757

Tel: 9716 2000 Fax: Ref: Dean Zammit Email: deanzammit@stonerealestate.com.au

VENDOR:

MARK ANDREW PICKETT and NATALIE SU PICKETT

Tel: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

ARTHUR J DINES & CO
Suite 10, Level 1
2 Enterprise Drive
BUNDOORA VIC 3083

Tel: (03) 9470 8288 Ref: 008568 Email: kirstie@ajdines.com.au

PURCHASER

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND(general conditions 3 &9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11484/403	5	PS722339H

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
5 TANIKA WALK EPPING VIC 3076

GOODS SOLD WITH THE LAND
(general condition 2.3(f))

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

PAYMENT(general condition 11)

Price	$			
Deposit	$		by	(of which $ has been paid)
Balance	$		Payable at settlement	

GST(general condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business'** or '**going concern'** in this box:

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

SETTLEMENT (general condition 10)

Is due on ……/……./20

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:
Residential tenancy agreement for a fixed term ending 10 October 2027

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions: ----------

LOAN(general condition 14)

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

Lender:

Loan amount:

Approval date:

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 as follows.

SPECIAL CONDITIONS

1. If there shall be more than one Purchaser the agreements and obligations of the Purchaser and the conditions under this Contract shall bind them and any two or more of them jointly and each of them severally.

2. The Purchaser covenants that he will pay to the Vendor any legal or other expenses reasonably incurred by the Vendor in respect of any default made by the Purchaser in carrying out the Purchaser's obligation under this Contract. Any such default shall not be deemed to be remedied until such expenses are paid by the Purchaser to the Vendor.

3. **FOREIGN CAPITAL GAINS WITHHOLDING**

**This special condition applies to contracts entered into on or after 1 July 2016.*

3.1 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.

3.2 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.

3.3 The Special Condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with Section 14-2003(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 of $750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the **Taxation Administration Act 1953 (Cth).**

3.4 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 in represented by non-monetary consideration.

3.5 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 in the Special Condition; and

b) ensure that the representative does so

3.6 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 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 the contract to the contrary.

3.7 The Representative is taken to have complied with the obligations in Special Condition 3.6 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.

3.8 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.

3.9 The Vendor must provide the Purchaser with such information as the Purchaser required 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.

4. **GST WITHHOLDING**

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

4.2 This special condition 4 applies if the purchaser is required to pay the Commissioner *an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth)* because the property is a **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 5 is to be taken as relieving the vendor from compliance with section 14-255.

4.3 The amount is to be deducted from the vendors entitlement to the contract **consideration* is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration act 1953 (Cth)*. The Vendor must pay to the purchaser at settlement such part of the amount as represented by non-monetary consideration.

4.4 The purchaser must:

(a) engage a legal practitioner or conveyancing ("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.

4.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this 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.

4.6 The representative is taken to have complied with the requirements of special condition 4.5 if:

(a) 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.

4.7 The purchaser may at settlement give vendor a bank cheque for the amount in accordance with section 16-30(3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic settlement system described in special condition 4.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 4.7, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives to the vendor the bank cheque.

4.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section

14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

4.9 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligations to pay the amount,

in accordance with Section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The property providing the information warrants that it is true and correct.

4.10 The Vendor warrants that:

(a) at settlement, the property is not new residential premises land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

4.11 The purchaser is responsible for any penalties or interest payable by the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 4.10; or

(b) the purchaser's reasonable believe that the property is neither new residential nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

4.12 This special condition will not merge on settlement.

5. **GST withholding – Residential premises or potential residential land**

The property includes residential premises or potential residential land and Subdivision 14-E Taxation Administration Act 1953 applies.

☐	Withholding payment is required to be made		
☒	No withholding payment for residential premises because	☐	No withholding payment for potential residential land because
	☒ the premises are not new		☐ the land includes a building used for commercial purposes
	☐ the premises were created by substantial renovation		☐ the purchaser is registered for GST and acquires the property for a creditable purpose
	☐ the premises are commercial residential premises		☐ the Vendor is not registered for GST
	☐ the Vendor is not registered for GST		

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act;

(a) Vendor's notice

(i) If the table indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the table, otherwise

(ii) The vendor shall give the purchaser notice of the GST withholding amount and particulars

required by section 14-255 at least 14 days prior to settlement.

(b) Amount to be withheld by the purchaser

(i) Where the margin scheme applies 7% of the purchase price; Otherwise

(ii) 1/11th of the consideration inclusive of GST (which may include non-cash consideration).

(c) Purchaser to notify Australian Taxation Office

The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(d) Purchaser to remit withheld amount

do all things including the execution of a Lease which may be necessary or ancillary to the proper management of the Property.

(i) If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise

(ii) The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment and reference number.

(e) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

6. **GENERAL PROVISIONS**

6.1 **Amendments to General Conditions**

(a) The warranties contained in General Conditions 2.1, 2.3 and 2.4 shall be read subject to these Special Conditions;

(b) General Conditions 5 and 8 are deleted;

(c) General Conditions 10.1(b)(i) is amended by substituting the words “do all things” with the words “provide all title documents reasonably”;

(d) General Conditions 11.4, 11.5 and 11.6 are deleted;

(e) General Condition 12.4 is added:-
“Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objections to title.”;

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

(g) General Conditions 15.3 is added:-
“If requested by the Vendor, the Purchaser must provide copies of all certificates and relevant information used to calculate adjustments,”;

(h) General Condition 17 is deleted;

(i) General Condition 24.1 is amended by inserting the words “The parties acknowledge and accept that the risk of loss or damage to the Property passes to the Purchaser on settlement.” Following the word “settlement.”

(j) General Conditions 24.4, 24.5 and 24.6 are deleted;

(k) General Condition 25 is amended by inserting the following paragraph at the end of the general condition:
“The purchaser acknowledges that without limitation the following items constitute “a reasonably foreseeable loss”:

(i) all costs associated with bridging finance to complete the vendor’s purchase of another property;

(ii) expenses payable by the vendor under any existing loans secured over the property or other property by the vendor;

(iii) accommodation expenses incurred by the vendor;

(iv) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach;

(v) penalties and any other expenses payable by the vendor due to any delay in completion of the vendor's purchase of another property; and

(vi) if the default results in settlement being delayed until after 31 December in any calendar year, any land tax incurred by the vendor as a result of the land being included in the vendor's land tax assessment for the next calendar year";

(l) General Condition 26 is amended by substituting the words "2% per annum" with the words "4% per annum"; and

(m) General Condition 28.4(a) is amended by substituting the word "up" with the word "equal".

6.2 **Waiver**

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of the power or right preclude any other or further exercise of it or in the exercise of any power or right. A power or right may only be waived in writing and signed by the party to be bound by the waiver.

6.3 **No right of set off**

Unless this Contract states otherwise, a party has no right of set-off against a payment due to another party.

7. The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option. General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

8. General Condition 15.1 shall be read to include as outgoings the Purchaser's portion of any rates, taxes, assessments, charges, levies or contributions (including property outgoings that may not be separately assessed) on the property.

9. Further to General Condition 15, the parties hereby agree that adjustments must be prepared on behalf of the Purchaser and provided to the Vendor's Solicitor not less than 4 days prior to the due date of settlement and any failure to do so will result in the Purchaser incurring an administration fee to the Vendor's Solicitor of $220.00 for the delay in receiving the Statement of Adjustments and furthermore the Vendor may refuse to settle until 4 business days after the Statement of Adjustments is delivered to the Vendor's Solicitor. If this Contract is not completed on or before the settlement date due to the Purchaser's breach of this condition, the Purchaser is deemed to have defaulted in the payment of the balance of purchase monies from the due date for settlement until the date when settlement is effected.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

10. If the Land contains a Swimming Pool or Spa ("pool") the purchaser acknowledges that it may be required to comply with the provisions of the Building Act 1993 and any Building Regulations ("Regulations") in particular to those relating to registration of the pool with the municipal council and compliance with relevant Regulations with regard to safety barriers, and the Purchaser will not be entitled to make any objection or claim or be entitled to compensation or damages from the Vendor in relation to any failure of the Vendor to register the pool prior to 1 November 2020 with the municipal council or in relation to any works required to be carried out by the Purchaser after the pool is registered to bring the safety barriers into compliance with the Regulations. General Condition 21 shall not apply to any requirement to register the pool with the municipal council.

11. **ELECTRONIC CONVEYANCING**

(a) Settlement and lodgment will be conducted electronically in accordance with the Electronic Conveyancing National Law.

(b) This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic

Conveyancing National Law.

(c) A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.

(d) Each party must:

(i) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(ii) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(iii) conduct the transaction in accordance with the Electronic Conveyancing National Law.

(e) The vendor must open the Electronic Workspace ('workspace') as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

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

(g) Settlement occurs when the workspace records that:

(i) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(ii) 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.

(h) The parties must do everything reasonably necessary to effect settlement:

(i) electronically on the next business day, or

(ii) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.7 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

(i) Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

(j) The vendor must before settlement;

(i) deliver any keys, security devices and codes ('keys') to the estate agent named in the contract,

(ii) 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;

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

(iv) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

(k) vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

12. (a) Notwithstanding any other provision of this Contract of Sale, if settlement has not taken place on or before 18 December in any calendar year that settlement is set then both parties agree that settlement of this Contract of Sale will be set on 14 January of the following calendar year.

(b) Neither party may issue a Default Notice on the other party between 18 December and 14 January of the following calendar year arising from or in connection with the failure to complete

this Contract of Sale between the dates set out in Special Condition 11(a).

(c) Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 11.

13. The Purchaser acknowledges that:

(a) no information, representation or warranty by the Vendor, the Selling Estate Agent or the Vendor's Solicitor has been supplied or made with the intention or knowledge that the Purchaser would rely on it;

(b) the Purchaser has not in fact relied on any such information, representation or warranty;

(c) the Purchaser has made or procured the Purchaser's own inspections, investigations, examinations and enquiries in respect of all aspects of the property including without limitation the land, improvements, planning restrictions, building regulations and the suitability of the property for any purpose or any business to be carried on there; and

(d) this Contract sets out the entire agreement between the parties for the sale and purchase of the property and supersedes all previous Contracts, Agreements, understandings and negotiations in relation to the sale and purchase.

14. The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.

15. The Purchaser acknowledges having inspected the property and accepts it in its present state of repair and condition and with only those services connected as disclosed in the Vendors Statement. The Purchaser shall not make any requisition or objection nor be entitled to any compensation in respect of the condition or state of repair of the property, any defect, whether latent or patent, or any non-compliance of the improvements or any alterations or additions thereto with the provisions of the Local Government Act, Building Control Act or any other Act or any regulations made under such Acts or with the requirements of any relevant responsible Authorities. The Purchaser assumes responsibility for connection of services not already connected to the property. Furthermore, the purchaser acknowledges that the property is or may be within an area where town planning applications for multiunit developments may be made and the purchaser should make his/her own enquiries in relation to the existence of any such multiunit developments and will not make any requisition or objection nor be entitled to any compensation in respect to the existence or otherwise of any multiunit developments in the vicinity or in plan of subdivision of the property herein sold.

16. **SUBJECT TO BUILDING INSPECTION**

☐ **If this box is ticked**, the purchaser may end this contract within 14 days of the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and it constitutes a major defect;

(b) gives the vendor a copy of the report and a written notice ending this contact; and

(c) Is not then in default.

All money paid must be immediately refunded to the purchaser if the contact ends in accordance with this condition.

A notice under this condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agents authority has formally expired at the time of service.

The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

17. **SUBJECT TO PEST INSPECTION**

☐ **If this box is ticked**, the purchaser may end this contract within 14 days of the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victoria law which discloses a current pest infestation on the land and it constitutes a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this condition.

A notice under this condition may be served on the vendors legal practitioner, conveyancer or estate agent even if the estate agents authority has formally expired at the time of service.

The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

18. (a) On and from the settlement date the Purchaser shall observe and perform and be bound by all the Vendors obligations under the Lease specified in Item 1 of the Schedule ("the Lease") which the Vendor is or was required to observe and perform and shall indemnify and keep indemnified the Vendor from and against any breach, non-observance or non-observance of or other default in the observance or performance of those obligations by the Purchaser on or after the settlement date.

(b) Until the payment of the balance of the purchase moneys the Vendor may in the ordinary course of business:

(i) take proceedings in respect of the Lease to recover payment of any outstanding moneys or to take such other action as it deems fit;

(ii) do all things including the execution of a Lease which may be necessary or ancillary to the proper management of the Property.

(c) The Vendor and the Purchaser agrees that notwithstanding sub-section 141(2) of the *Property Law Act 1958* the Vendor shall retain all rights (if any) which exist under the Lease in respect of recovery by the Vendor of all rental and outgoings which relate to any period prior to the settlement date.

(d) To the extent that the retention of rights referred to in the preceding special condition is ineffective for any reason the Purchaser shall at the request, direction and expense of the Vendor either exercise its rights under sub-section 141(2) of the *Property Law Act 1958* in respect of the recovery of moneys referred to in the preceding special condition for the benefit of the Vendor or authorize the Vendor to pursue the recovery of such moneys in the name of the Purchaser for the benefit of the Vendor.

(e) Notwithstanding Condition 9 of Table A of the Transfer of Land Act or any General Conditions of the Contract of Sale, the Vendor will not be required to bear and pay any rates, charges or other outgoings which are payable by the Tenant of the Property and which the Tenant of the Property has not paid provided always that notwithstanding anything to the contrary contained in these Special Conditions all rights under the Lease for the recovery of all such rates, charges and other outgoings from the Tenant of the Property will vest in the Purchaser as from the settlement date.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the 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 lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.

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 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6. the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —

(a) that –

(i)the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)** , not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

(a)the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed undergeneral condition 7.12, the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the 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 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 estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) 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 subsection 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 do not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
(c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The 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 of land on which a 'farming business' is carried on 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 a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract s of land on which a 'farming business' is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
(a) immediately applied for the loan; and
(b) did everything reasonably required to obtain approval of the loan; and
(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

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

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by
(a) post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000.**

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
(d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, 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 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.

GUARANTEE and INDEMNITY

I/We, ... of.....

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

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this.....day of.....20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....) .....

in the presence of:) Director (Sign)
)
Witness.....)

Section 32 Statement

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

VENDOR:	**MARK ANDREW PICKETT and NATALIE SU PICKETT**
PROPERTY:	**5 TANIKA WALK EPPING VIC 3076**

VENDORS REPRESENTATIVE
Arthur J Dines & Co
Suite 10, Level 1,2 Enterprise Drive,
BUNDOORA VIC 3083

(All Correspondence to)
PO Box 2111, University Hill,
BUNDOORA VIC 3083

Tel: (03) 9470 8288
Email: admin@ajdines.com.au
File Reference: 008568

32A FINANCIAL MATTERS

(i) RATES TAXES AND CHARGES

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Their total does not exceed $4,000.00

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the Vendors knowledge apart from Land Tax if the property is not the Purchaser's principal place of residence.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

(ii) COMMERCIAL & INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (VIC) (CIPT ACT)

(a)	The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows:	AVPCC No. 110
(b)	Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☒ No
(c)	If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate.	☒ Not applicable

32B INSURANCE

Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

32C LAND USE

(i) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should 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 laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(ii) BUSHFIRE

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

(iii) ROAD ACCESS

There is access to the Property by Road.

(iv) PLANNING

Planning Scheme:
Responsible Authority:
Zoning:
Planning Overlay/s: See attached

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land, unless disclosed herein, however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BULDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

Apart from those disclosed above, the Vendor/s are not aware of what permits (if any) in relation to the property have or have not been obtained.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

31G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed.

32H SERVICES

Service	**Status**
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected at the Purchaser's cost.

32I TITLE

Attached are the following document/s concerning Title:
A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

32J DOCUMENTS

(a) Certificate of Title Volume 11484 Folio 403;

(b) Plan of Subdivision No. 722339H;

(c) Whittlesea City Council Rate Notice;

(d) Yarra Valley Water Information Statement;

(e) Planning Property Report;

(f) Residential Tenancy Agreement; and

(g) Due Diligence Checklist.

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged Mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms Contracts – s32A(d)
Where the land is to be sold pursuant to terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962.*

DATE OF THIS STATEMENT 21/10/2026

Name of the Vendor

MARK ANDREW PICKETT and NATALIE SU PICKETT

Signature/s of the Vendor

x  
21/10/2026

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

DATE OF THIS ACKNOWLEDGMENT / / /20

Name of the Purchaser

Signature/s of the Purchaser

x

Register Search Statement - Volume 11484 Folio 403

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

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

VOLUME 11484 FOLIO 403 Security no : 124139809643A
Produced 20/10/2026 12:17 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 722339H.
PARENT TITLE Volume 11063 Folio 558
Created by instrument PS722339H 01/04/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MARK ANDREW PICKETT
NATALIE SU PICKETT both of 6 TOVA COURT EPPING VIC 3076
AL047964D 30/04/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL047965B 30/04/2014
BENDIGO AND ADELAIDE BANK LTD

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

DIAGRAM LOCATION

SEE PS722339H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA627747Q	EXPIRY OF ENCUMBRANCE	Registered	11/07/2026

----------END OF REGISTER SEARCH STATEMENT----------

Additional information: (not part of the Register Search Statement)

Street Address: 5 TANIKA WALK EPPING VIC 3076

ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY

Effective from 21/07/2017

DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 20/10/2026, for Order Number 91755296. Your reference: PICKETT008568.

Delivered by LANDATA®, timestamp 20/10/2026 12:18 Page 1 of 3
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Signed by Council: Whittlesea City Council, Council Ref: 608423, Original Certification: 11/12/2013, S.O.C.: 19/03/2014

PLAN OF SUBDIVISION

Stage No. /

LRS use only

EDITION 1

PS 722339H

Location of Land

Parish: WOLLERT
Township:
Section: 9 & 10
Crown Allotment:
Crown Portion: 1 & 4 (PARTS)

Title References: VOL 11063 FOL 558

Last Plan Reference: LOT 5028 ON PS546801T
Postal Address: 31A MANSFIELD STREET
EPPING 3076

MGA94 Co-ordinates: E 325 795
(Of approx. centre of plan) N 5 833 250 **Zone** 55

Council Certification

Council Name: WHITTLESEA CITY COUNCIL **Ref:**

Notations

THIS IS A SPEAR PLAN

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-

MEDIAN: BOUNDARIES MARKED 'M'

EXTERIOR FACE: ALL OTHER BOUNDARIES

HATCHING WITHIN A PARCEL INDICATES THAT THE STRUCTURE OF THE RELEVANT WALLS, FLOORS, CEILINGS, DOORS, WINDOWS AND BALUSTRADES IS CONTAINED IN THAT PARCEL

Vesting of Roads or Reserves

Identifier	Council/Body/Person
NIL	NIL

Depth Limitation: DOES NOT APPLY

Staging This is not a staged subdivision
Planning Permit No.

Survey: – This plan is based on survey

To be completed where applicable
This survey has been connected to permanent marks no(s).
In proclaimed Survey Area no.

Easement Information

Legend: A – Appurtenant Easement E – Encumbering Easement R – Encumbering Easement (Road)

SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LRS use only

Statement of Compliance / Exemption Statement

Received ✓

Date 26/03/2014

LRS use only

PLAN REGISTERED
TIME: 12:34
DATE: 01/04/2014
Anthony Haynes
Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

PRIOR & KELLY PTY LTD
936 HIGH STREET RESERVOIR 3073
TEL: 9478 6044 FAX: 9470 6509
A.B.N. 95 076 725 892

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY

SIGNATURE DIGITALLY SIGNED DATE / /

REF 11419 VERSION 2

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3 (05/12/13) RB

Signed by: Trevor John Kelly (Prior & Kelly Pty Ltd) Surveyor's Plan Version (2) SPEAR Ref: S041614C 09/12/2013

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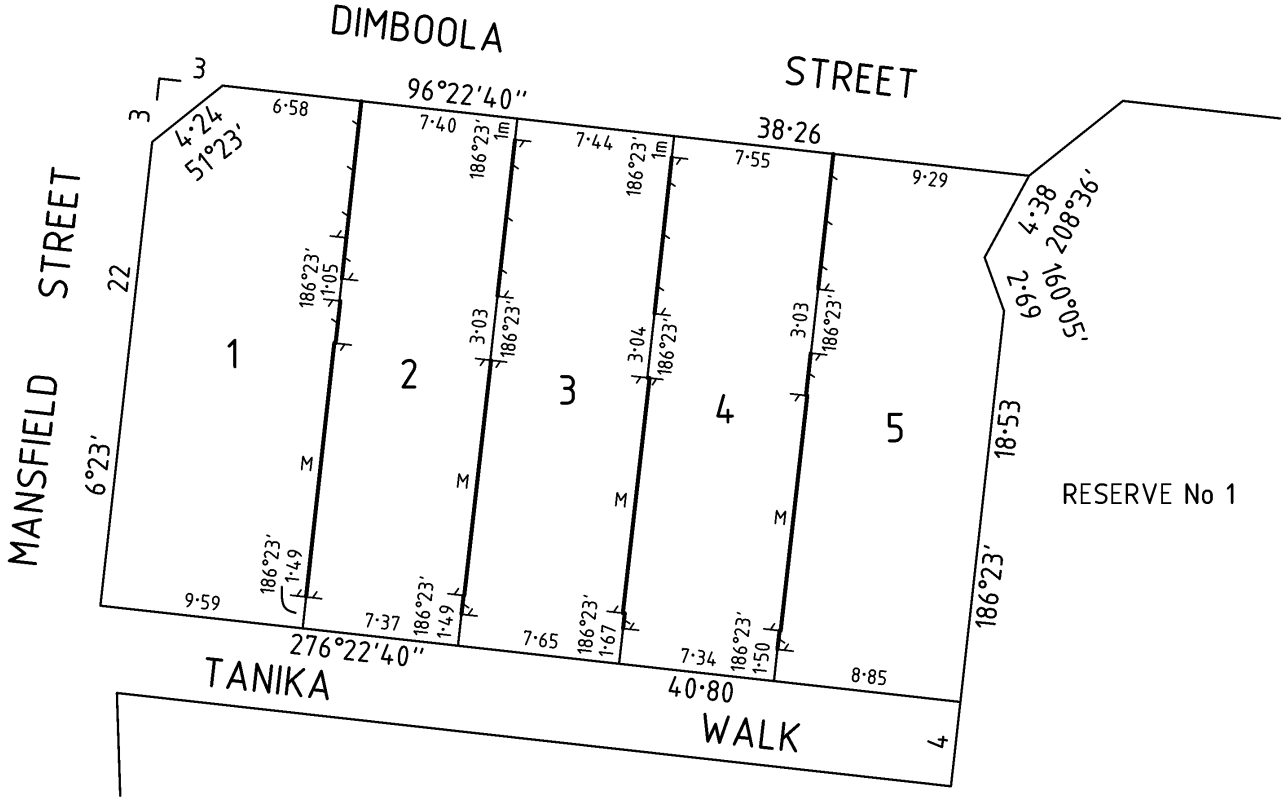
Signed by Council: Whittlesea City Council, Council Ref: 608423, Original Certification: 11/12/2013, S.O.C.: 19/03/2014

PLAN OF SUBDIVISION

Stage No. /

Plan Number PS 722339H

AMG ZONE 55



PRIOR & KELLY PTY LTD 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		SHEET 2
ORIGINAL SHEET SIZE: A3 SCALE: 1:250 SCALE 2·5 0 5 10 LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) _____ SIGNATURE _____ DATE / / REF 11419 VERSION 2	DATE / / COUNCIL DELEGATE SIGNATURE

Signed by: Trevor John Kelly (Prior & Kelly Pty Ltd) Surveyor's Plan Version (2) SPEAR Ref: S041614C 09/12/2013

Delivered by LANDATA®, timestamp 20/10/2026 12:18 Page 3 of 3

Plan of Subdivision PS722339H
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S041614C
Plan Number: PS722339H
Responsible Authority Name: Whittlesea City Council
Responsible Authority Reference Number 1: 608423
Surveyor's Plan Version: 2

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

Has not been made at Certification

Digitally signed by Council Delegate:	Courtney Turner
Organisation:	Whittlesea City Council
Date:	11/12/2013

Signed by: Courtney Sheridan Turner (Whittlesea City Council) 11/12/2013

City of Whittlesea
Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

Valuation and rates notice

For the period 1 July 2026 to 30 June 2027

Assessment number: 0886358

To receive your rates notice via email, register at whittlesea.enotices.com.au
Reference No: C89EB2957C

M A Pickett & N S Pickett
[redacted]

029
I029209
DLX4_3515

Issue date: 06/08/2026

Property Details 5 Tanika Walk EPPING VIC 3076

LOT 5 PS 722339H

Owner: Mark Andrew Pickett & Natalie Su Pickett

Ward: Kirrip

Valuation Details

Site Value	Capital Improved Value	Net Annual Value
$280,000	[redacted]	$24,000

Level of value date 01/01/2026 **Valuation operative date** 01/07/2026

AVPCC 110 Detached Dwelling

State Government Charges

ESVF Fixed charge (Res) 1 x 139.00	$139.00
ESVF Variable Levy (Res) [redacted]	$83.04
Waste Landfill Levy Res/Rural 1 x 106.70	$106.70

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

Council Rates And Charges

General rate 24,000 x 0.04599159	$1,103.80
Waste Service Charge (Res/Rural) 1 x 310.20	$310.20
Total	**$1,742.74**

Instalment 1

$437.74
Due By 30/09/2026

* If full payment of the instalment 1 amount is not received by **30 September 2026**, your account will revert to the lump sum option shown below. If this occurs you will not receive instalment reminder notices.

Instalment 2	**$435.00** Due By 30/11/2026
Instalment 3	**$435.00** Due By 28/02/2027
Instalment 4	**$435.00** Due By 31/05/2027

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

OR

Lump sum **$1,742.74** Due By 15/02/2027

Waste and recycling vouchers are now online – whittlesea.vic.gov.au/wastevouchers

Payments received after 27 Jul 2026 may not be included on this notice

Scan the QR code for information about waste and recycling

How to pay

whittlesea.vic.gov.au
VISA

Council Offices
See the back of this notice for opening hours and locations
VISA

BPAY
BPAY
Biller Code: 5157
Ref: 0886358
BPAY this payment via internet or phone banking

*350 8863588

FlexiPay
FlexiPay
Set up your flexible payment options.
Scan the QR code or visit
whittlesea-pay.enotices.com.au
VISA Bank Account G Pay Pay

Post Billpay
Post Billpay
Billpay Code: 0350
Ref: 8863588
Pay in person at any post office:
131 816 or postbillpay.com.au
Scan the barcode below and pay with your iPhone, iPad or Android device. Download the Australia Post mobile app.

*350 8863588

Your quarterly bill

Yarra Valley Water

748852-001 000040(79) 0029

MR M & MRS N PICKETT

[redacted]

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	04 6856 2066
Invoice number	0462 8266 60394
Issue date	8 May 2026

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due	Due date
$195.85	29 May 2026

Summary

5 TANIKA WALK, EPPING

Property Number 5078 015, PS 722339

Product/Service	**Amount**
Water Supply System Charge	$21.04
Sewerage System Charge	$121.26
Yarra Valley Water Total	**$142.30**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$31.16
Parks Charge	$22.39
TOTAL (GST does not apply)	**$195.85**

No water usage has been charged on this account.

Payment summary

Last Account	$193.68
Paid/Adjusted	-$193.68
Balance	$0.00
Total this Account	+$195.85
Total Balance	**$195.85**

Yarra Valley Water

How to pay

*3042 046282666039 4

Direct debit

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

EFT

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

Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **468589799**

BPAY®
Biller code: **344366**
Ref: **046 8562 0664**

Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

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

Post Billpay®

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

Biller code: **3042**
Ref: **0462 8266 60394**

Credit Card

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

MR M & MRS N PICKETT

Account number	04 6856 2066
Invoice number	0462 8266 60394
Total due	$195.85
Due date	29 May 2026
Amount paid	$

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 20 October 2026 12:12 PM

PROPERTY DETAILS

Address:	**5 TANIKA WALK EPPING 3076**
Lot and Plan Number:	**Lot 5 PS722339**
Standard Parcel Identifier (SPI):	**5\PS722339**
Local Government Area (Council):	**WHITTLESEA** www.whittlesea.vic.gov.au
Council Property Number:	**886358**
Planning Scheme:	**Whittlesea** Planning Scheme - Whittlesea
Directory Reference:	**Melway 182 B6**

UTILITIES

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

STATE ELECTORATES

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

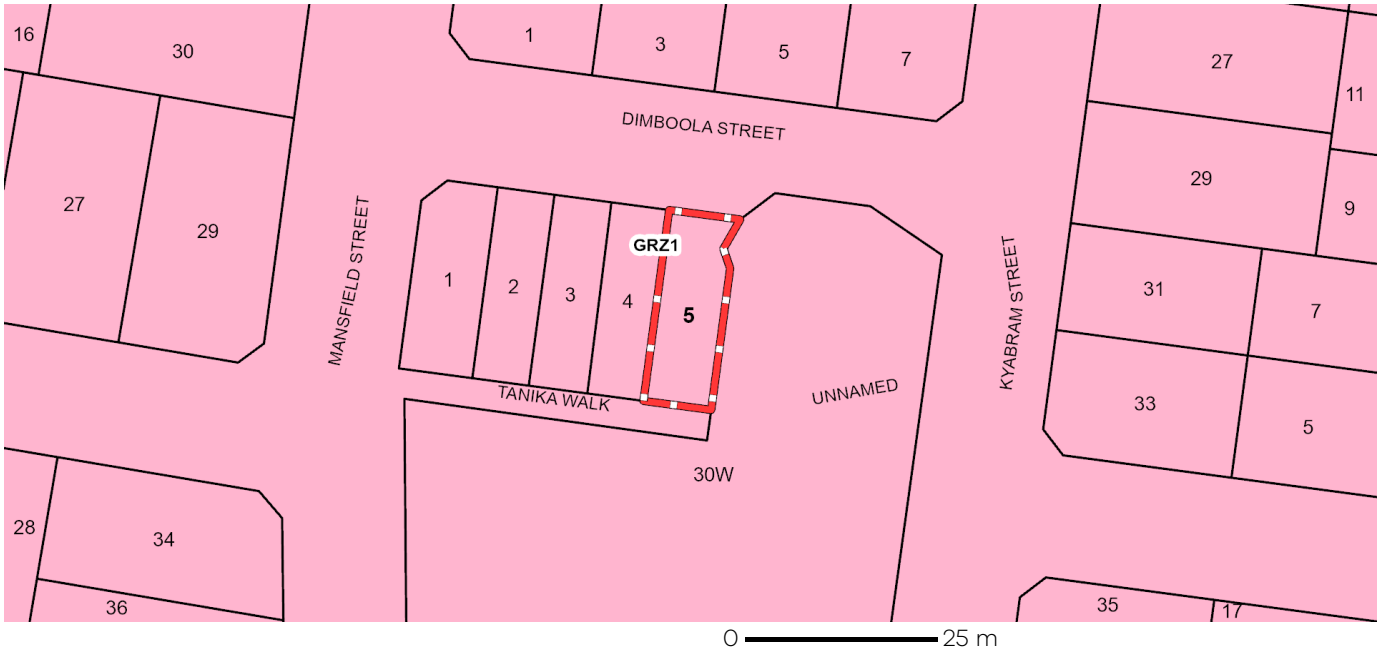
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



GRZ - General Residential

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

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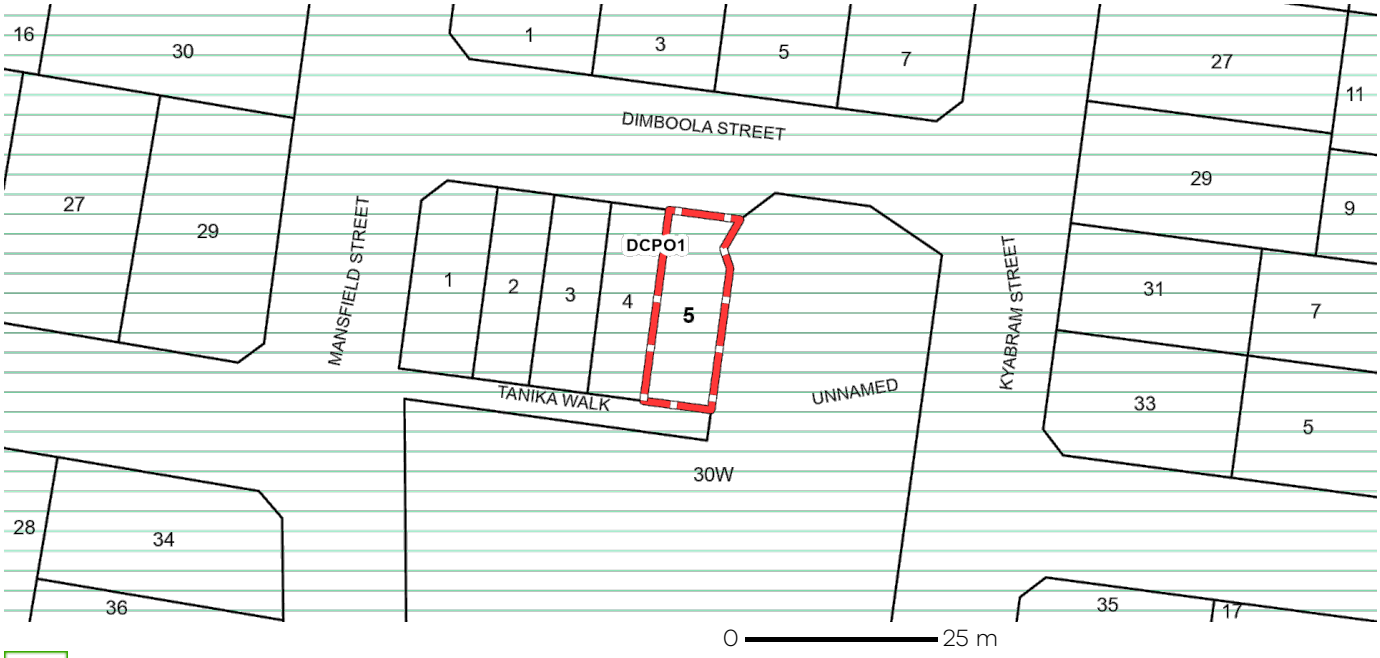
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

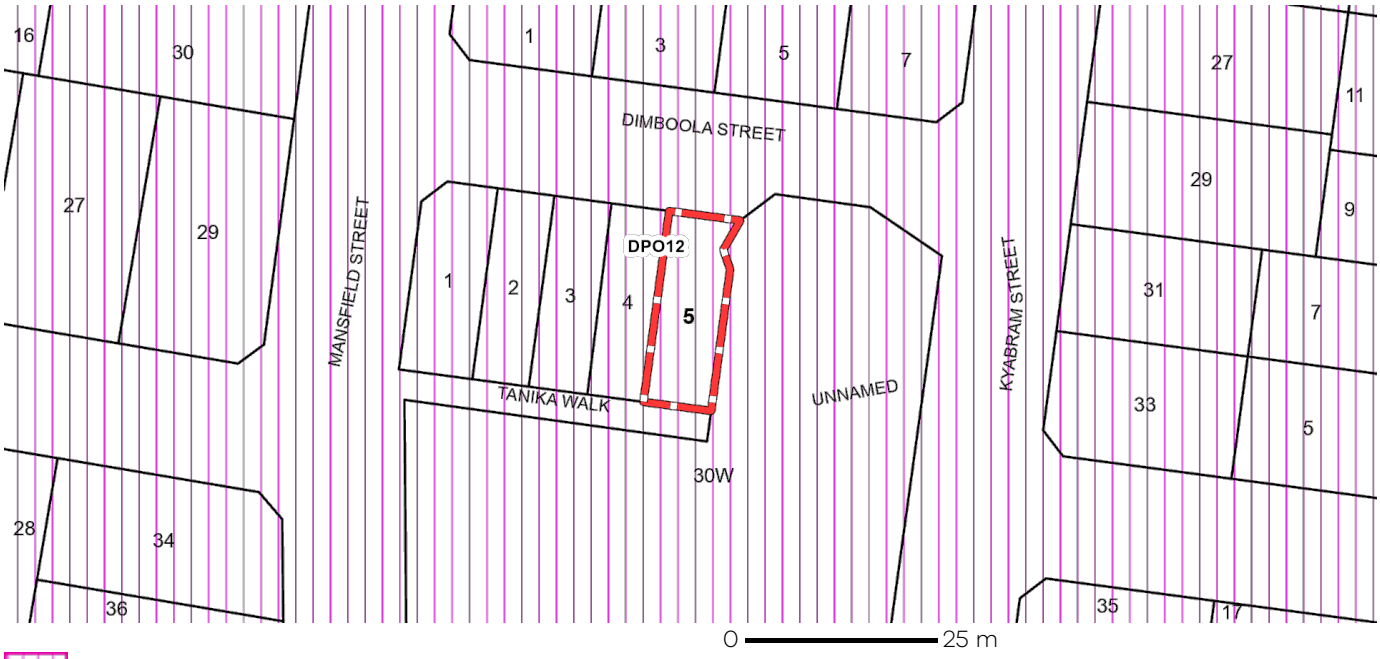


DCPO - Development Contributions Plan Overlay

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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 (DPO12)



DPO - Development Plan Overlay

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

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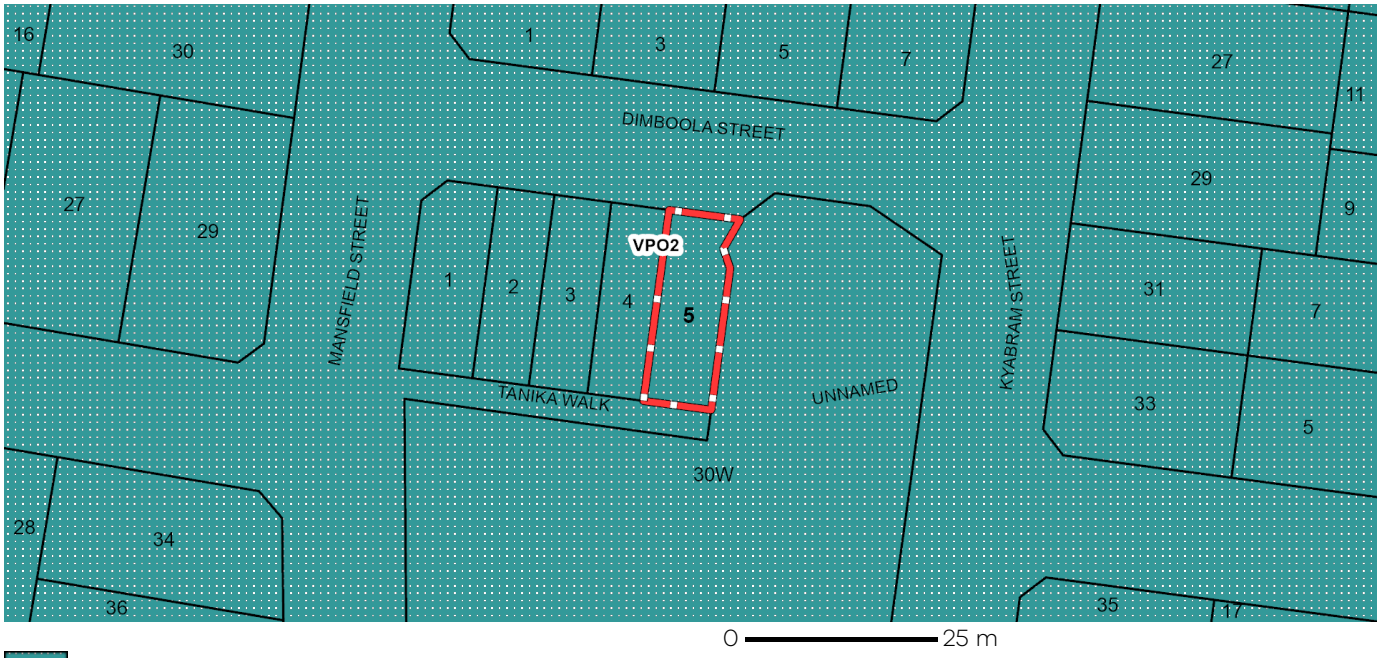
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PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

VEGETATION PROTECTION OVERLAY (VPO)
VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



VPO - Vegetation Protection Overlay

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

Further Planning Information

Planning scheme data last updated on 16 October 2026.

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

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

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

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

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PLANNING PROPERTY REPORT

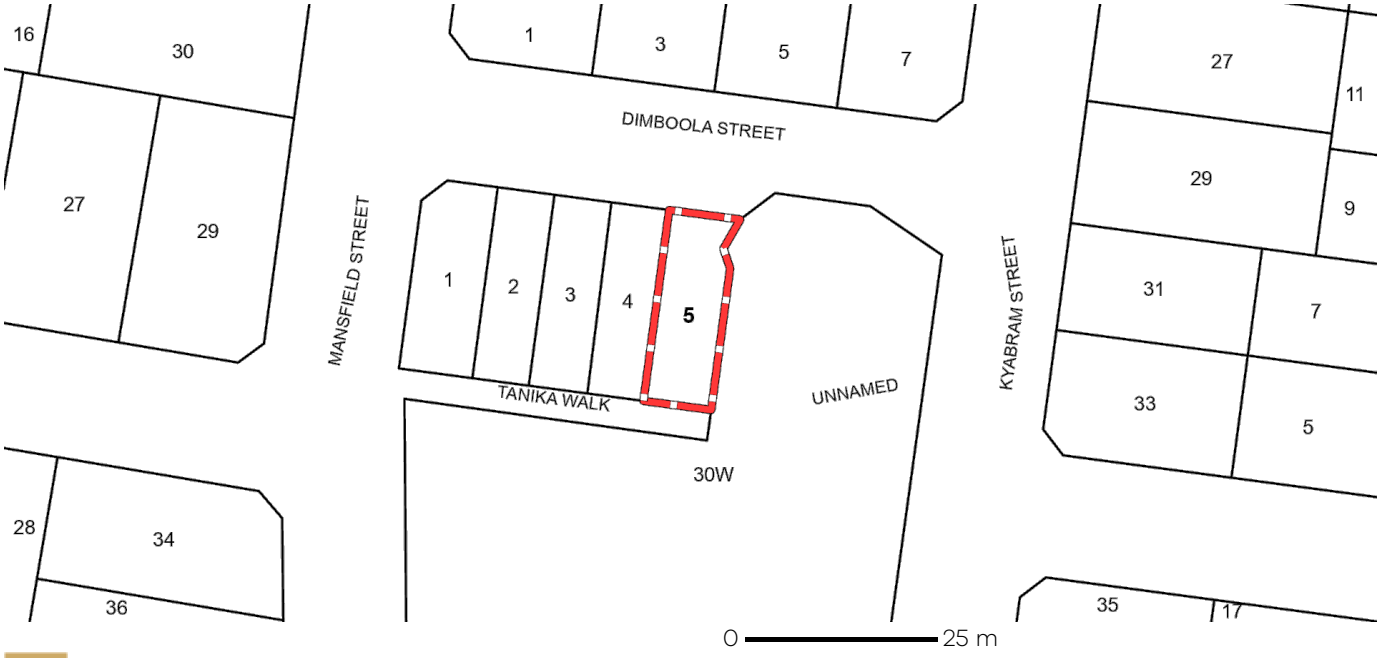
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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Ray White Mill Park
Shop 40, Stables Shopping Centre, 314-360 Childs Road,
Mill Park, VIC 3082

P: 03 9404 4999
E: millpark.vic@raywhite.com
ABN: 93 072 498 045

RayWhite.

Residential Rental Agreement

for

5 Tanika Way, Epping VIC 3076

This agreement is between **Mark Pickett, Natalie Pickett** and **Catherine Whitmore, Rhonda Sims**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 **Section 26(1)**

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Mon 29/06/2026

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

2. Premises let by the rental provider

Address of premises

5 Tanika Way, Epping VIC **Postcode** 3076

3. Rental provider's details

Full name or company name of rental provider	Mark Pickett, Natalie Pickett
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent's details (if applicable)

Full name	Ray White Mill Park
Address	Shop 40, Stables Shopping Centre, 314-360 Childs Road, Mill Park, VIC **Postcode** 3082
Phone number	03 9404 4999
ACN (if applicable)	
Email address	millpark.vic@raywhite.com

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

4. Renter's details

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

Full name of **renter 1**	Catherine Whitmore
Current Address:	**Postcode**
Phone number:	0449 004 095
Email address:	oneflame1light68@outlook.com
Full name of **renter 2**	Rhonda Sims
Current Address:	**Postcode**
Phone number:	0433 422 256
Email address:	snappytom056@outlook.com
Full name of **renter 3**	
Current Address:	**Postcode**
Phone number:	
Email address:	
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email address:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Sun 11/10/2026 — End date: Sun 10/10/2027 (this is the date the agreement starts and you may move in)

☐ Periodic agreement (monthly) — Start date:

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

---

6. Rent

Rent amount($) (payable in advance)	920.00
To be paid per	☐ week ☑ fortnight ☐ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	11th
Date first rent payment due	Sun 11/10/2026

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7. Bond

The Renter has paid the bond specified below

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

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount($)	1434
Bond lodgement date	Tue 14/07/2015
Bond Lodgement No.	

Part B – Standard terms

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8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☑ other electronic form of payment, including Centrepay Via Ailo App

Payment details (if applicable)

9. Service of notices and other documents by electronic methods

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

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

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

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

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

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes Claudia Muni: claudia.muni@raywhite.com

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☑ Yes Catherine Whitmore: oneflame1light68@outlook.com

☐ No

Renter 2 ☑ Yes Rhonda Sims: snappytom056@outlook.com

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

(The option to consent should be provided to each renter who is a party to the agreement)

10. Urgent repairs

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

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

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

Contact name	Ray White Mill Park
Phone number	0451 990 949
Email address	millpark.vic@raywhite.com

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- [x] No
- [ ] Yes

13. Condition report

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

- [x] The condition report has been provided
- [ ] The condition report will be provided to the renter on or before the date the agreement starts

Part C - Safety related activities

14 Electrical safety checks

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

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

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

17 Swimming pool barrier safety activities

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

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

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18 Relocatable swimming pool safety activities

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

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Residential Tenancies Act (Vic) 1997 ("the Act"). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

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

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

- The rental provider must give the renter at least 90 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

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

30. Pets

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

30A. Smoke Alarms

(a) A residential rental provider must ensure that any smoke alarm installed in rented premises is—

i. correctly installed and in working condition; and

ii. fitted with batteries or replacement batteries; and

iii. tested at least once every 12 months in accordance with any instructions by the manufacturer of the smoke alarm.

(b) If a smoke alarm installed in the rented premises does not meet the requirements set out in paragraph (a), the renter may issue a request to the residential rental provider for urgent repairs to the smoke alarm in accordance with section 72AA of the Act.

(c) On receiving notice from the renter under paragraph (b), the residential rental provider or the provider's agent must immediately arrange for the repairs to be carried out.

(d) Any testing, repair or replacement of a smoke alarm that is powered by a mains electricity supply must be undertaken by a suitably qualified person.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
If the terms listed are inconsistent or in breach of the Act or any amendments made to the Act thereafter, the parties to this agreement acknowledge and agree that the provisions of the Act will prevail and any term in breach of the Act will be severed in which event the remaining terms operate as if the severed term had not been included.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit https://www.consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act Ray White Mill Park will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Ray White Mill Park subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. Ray White Mill Park on behalf of the Rental Provider may during the last month of the term of this Agreement place a 'to let' notice on the Premises. Ray White Mill Park on behalf of the Rental Provider may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement after serving a notice of intention to sell the Property on the Tenant in accord with the Act.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 90 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
    Ray White Mill Park on behalf of the Rental Provider must provide the Renter with a copy of an amended rules as soon as reasonably practicable.
34. **Availability of Premises**
    Ray White Mill Park will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Ray White Mill Park should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of

the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. **Use of Premises**

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

38. **No Representations**

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

39. **Condition Report**

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

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

40. **No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Ray White Mill Park in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date. Notwithstanding, the Rental Provider acknowledges and agrees that on the day after the Expiry Date, the Agreement will automatically become a periodic (month-by-month) lease unless the Renter and Rental Provider agree to enter into a new fixed-term agreement or the Rental Provider has issued a notice to vacate in accord with the Act.

41. **Termination**

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

The Renter may terminate this Agreement in accordance with its rights under the Act.

42. **Lost Keys**

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

43. **Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges

that copies of all keys/auto remote controls and access devices must be returned to Ray White Mill Park at the end of the tenancy without reimbursement.

44. **Floor Protection**
    If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks**
    The Renter may change any lock security alarm code and/or other security device at the Premises upon obtaining written consent from the Rental Provider via Ray White Mill Park which must not be unreasonably withheld. If the Renter changes any lock security alarm code and/or other security device, the Renter must give Ray White Mill Park a duplicate key and/or new security alarm code and/or other access device as soon as practicable. Notwithstanding this clause, the Renter must first obtain the Rental Provider's written consent via Ray White Mill Park to change any lock that is part of a master key system of any apartment or unit complex.
46. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
47. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Ray White Mill Park or their respective contractors.
48. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
49. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
50. **Report Damage or Injury**
    The Renter shall notify Ray White Mill Park immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
51. **Notify Blockages**
    The Renter must as soon as practicable notify Ray White Mill Park of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Ray White Mill Park or their respective contractors.
52. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The

Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal upon the termination or end of the Agreement.

53. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
54. **Pests**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.
55. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
56. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.
57. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
58. **Payment of Rental**
    All payments of Rental shall be made by the Renter without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental by the Renter are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Ray White Mill Park from time to time.
59. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
60. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
61. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Rental Provider must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted) and the Renter must not cause any damage to any watering system or tank. The Renter is not required to repair damage to the watering system caused by the Rental Provider, Ray White Mill Park or their contractors.
62. **Rental Provider Repairs**
    The Renter acknowledges that the Premises may require maintenance during the tenancy due to

unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Ray White Mill Park in writing.

63. **Urgent Repairs**
If any urgent repairs arise at the Premises, the Renter must immediately contact Ray White Mill Park during business hours or after hours information service on 0451 990 949 or Ray White Mill Park approved after hours emergency tradespeople before any urgent repairs are completed.
Upon being notified, either the Rental Provider or Ray White Mill Park must ensure that any such urgent repairs are made immediately.
If the Rental Provider or Ray White Mill Park do not respond to the Renter's request to make the urgent repairs, the Renter can arrange and pay for the urgent repairs only if such repairs cost up to $2500 and the Rental Provider must reimburse the Renter within seven (7) days for such repairs upon being provided with a tax invoice.
Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.
64. **Vehicle Parking**
The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.
65. **Pets**
The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider via Ray White Mill Park. Permission of the Rental Provider will not be unreasonably withheld. In giving permission, the Rental Provider may impose reasonable conditions. It is not unreasonable for the Rental Provider to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider to keep a pet at the Premises the Renter must complete and provide a pet request form and provide this to Ray White Mill Park.
66. **Pools and Water Features**
The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
67. **Rental Provider Entry**
Subject to compliance with the Act, the Rental Provider and/or Ray White Mill Park has the right to enter the Premises:
    - To make urgent repairs;
    - To carry out duties specified in this Agreement, or the Act or any other legislation or law;
    - To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;

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

68. **Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -
The Renter must as soon as practicable notify Ray White Mill Park in writing and comply with clause 27 in Part D of this Agreement.
The Renter acknowledges that the Renter will be required to reimburse the Rental Provider for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Ray White Mill Park as agent to manage the Premises.

69. **Rental Provider Notice**

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

70. **Renter Notice**

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

71. **Periodic Tenancy**

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

72. **Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement, the Renter shall be responsible for reimbursing to the Rental Provider the following costs:

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

73. **Return Keys**

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

74. **No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the

grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

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

76. **Goods Left Behind**
If the Renter leaves any goods at the Premises (excluding perishable foods, dangerous goods and goods of no value but not personal documents), Ray White Mill Park must take reasonable steps to notify the Renter of such goods left behind at the Premises.
The Rental Provider or Ray White Mill Park on behalf of the Rental Provider must store any goods that are able to be sold, labelled containers, specialized medical devices, equipment, medications, memorabilia and medals and trophies in a safe place for at least fourteen (14) days (from the date the Renter is notified) for the Renter to collect any such goods.
The Rental Provider or Ray White Mill Park on behalf of the Rental Provider must store any official documents, photographs, mail, video cameras and computer hard drives in a safe place for at least ninety (90) days (from the date the Renter is notified) for the Renter to collect any such goods.
The Rental Provider may in accordance with the Act, charge the Renter an occupation fee for any reasonable expenses incurred by the Rental Provider for the moving and storage of the goods.

77. **Window Cleaning**
If required in order to return the Premises to the state evidenced in the condition report unless not required (as agreed in writing with Ray White Mill Park) due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear. If the Renter is uncertain of its obligation to clean any windows at the Premises due to its size, location or inaccessibility, the Renter is required to contact Ray White Mill Park prior to cleaning any such windows.

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

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

80. **Electronic Notices**
The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Ray White Mill Park. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of

the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. **Change of Electronic Address**
The Rental Provider and the Renter must give immediate written notice to the Other Party and Ray White Mill Park if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

82. **Withdraw Consent**
The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to Ray White Mill Park but such notice shall only become effective on receipt by the Rental Provider via Ray White Mill Park.

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

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

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

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

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

88. **Collection and Protection of Personal Information**
By collecting and holding the Renter's personal information, the Rental Provider will take reasonable steps to protect the Renter's information from misuse or loss and any unauthorised access, modification or disclosure.
The Rental Provider must not disclose the Renter's personal information unless –
    a. the Rental Provider or the Rental Provider's agent has obtained written consent from the Renter;
    b. the disclosure is in accordance with an order of a court or tribunal;
    c. the disclosure is otherwise authorised by the Act or any other Act;
    d. the Rental Provider believes that disclosure is necessary to lessen or prevent a serious threat to a person's life, health, safety or welfare or public health, safety or welfare;
    e. the Rental Provider believes disclosure is reasonably necessary for the prevention of any breach of a law, the preparation for or conduct of a proceeding before a court, the enforcement of an order of a court, if such information is requested by ASIC; or
    f. the disclosure is in a prescribed circumstance.

In respect to the Renter's personal information, the Rental Provider must comply with;

a. the Privacy Act 1988 of the Commonwealth;
b. the Privacy and Data Protection Act 2014;
c. the Public Records Act 1973;
d. the Health Records Act 2001; and
e. section 252 of the Crimes Act 1958.

Subject to any exceptions in the Act, the Rental Provider will destroy the Renter's personal information within three (3) years after this Agreement terminates.

1. *****ADDITIONAL CLAUSE*****

If a renter chooses to break their lease the renter will be expected to pay the re-letting fee. The amount the renter will have to pay will depend on how much of the agreement is left. This amount will be calculated as pro rata.

Weekly rent X 1.1 (GST) = $$

$$ ÷ by how many days are in the lease (365, 184) = Daily Rate

Daily Rate X how many days are remaining in the lease = PRO RATA

Renters are also required to pay rent on the property up until the day before a new tenant moves in as well as advertising costs to lease out the property. ***ADDITIONAL CLAUSE***

The tenants understand they must first notify the agency in writing if a tenant transfer will be taking place. Any prospective tenant seeking to move into the property must first complete an application form and await the agencies advice.

ADDITIONAL CLAUSE

The tenants understand they must first notify the agency in writing if a tenant transfer will be taking place. Any prospective tenant seeking to move into the property must first complete an application form and await the agencies advice.

The tenants understand they are responsible for a $250 + gst (reimbursement of owners cost) per tenant transfer, payable upon written request from the agent. The above administration cost also applies to current tenants wanting to move out of the property. If a tenant transfer occurs without the agents written approval the tenants understand that this is considered sub-letting without consent as per Section 81 of the Residential Tenancies Act 1997 and the agent will treat it as such.

Privacy Collection Notice

As professional property managers **Ray White Mill Park** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9404 4999

Primary Purpose

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

By collecting and holding your personal information, **Ray White Mill Park** will take reasonable steps to protect your information from misuse or loss and any unauthorised access, modification or disclosure.

Ray White Mill Park will not disclose your personal information unless -

a. you have provided your written consent;
b. the disclosure is in accordance with an order of a court or tribunal;
c. the disclosure is otherwise authorised by the Act or any other Act;
d. **Ray White Mill Park** believes that disclosure is necessary to lessen or prevent a serious threat to a person's life, health, safety or welfare or public health, safety or welfare;
e. **Ray White Mill Park** believes disclosure is reasonably necessary for the prevention of any breach of a law, the preparation for or conduct of a proceeding before a court, the enforcement of an order of a court, if such information is requested by ASIC; or
f. the disclosure is in a prescribed circumstance.

Subject to obtaining your written consent, during the term of your tenancy, we may disclose your personal information to:

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

In respect to the Renter's personal information, **Ray White Mill Park** must comply with;

a. the Privacy Act 1988 of the Commonwealth;
b. the Privacy and Data Protection Act 2014;
c. the Public Records Act 1973;
d. the Health Records Act 2001; and
e. section 252 of the Crimes Act 1958.

Subject to any exceptions in the Act, **Ray White Mill Park** will destroy your personal information within three (3) years after this Agreement terminates.

Secondary Purpose

Ray White Mill Park also collect your personal information to:

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

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Ray White Mill Park** may not be able to properly assess the risk to our client,

or carry out our duties as professional property managers. Consequently, we may not be able to provide you with the lease / tenancy of the **Premises**. Our related financial services company may also contact you from time to time to explain other services that this company may be able to provide.

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

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

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

Disclaimer

Ray White Mill Park its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Ray White Mill Park** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and Obligations** in this form which outlines your rights and obligations.

Rental Provider's Agent

Rental Provider's Agent : **Claudia Muni** on behalf of **Mark Pickett and Natalie Pickett** (Rental Provider)

Claudia Muni

Signed at Mon, 29/06/2026 03:00 PM , from device: Windows 10 Other Chrome 149.0.0

Renter(s)

Renter 1: **Catherine Whitmore**

Catherine Whitmore

Signed at Mon, 29/06/2026 02:47 PM , from device: iOS 18.7 iPhone Mobile Safari 26.5

Renter 2: **Rhonda Sims**

Rhonda Sims

Signed at Mon, 29/06/2026 02:49 PM , from device: iOS 18.7 iPhone Mobile Safari 26.5

AUDIT TRAIL

Catherine Whitmore (Renter)

Mon, 29/06/2026 02:39 PM - Catherine Whitmore clicked 'start' button to view the Residential Rental Agreement *(iOS 18.7 iPhone Mobile Safari 26.5, IP: 101.182.54.147)*
Mon, 29/06/2026 02:47 PM - Catherine Whitmore stamped saved signature the Residential Rental Agreement *(iOS 18.7 iPhone Mobile Safari 26.5, IP: 101.182.54.147)*
Mon, 29/06/2026 02:52 PM - Catherine Whitmore submitted the Residential Rental Agreement *(iOS 18.7 iPhone Mobile Safari 26.5, IP: 101.182.54.147)*

Rhonda Sims (Renter)

Mon, 29/06/2026 02:39 PM - Rhonda Sims clicked 'start' button to view the Residential Rental Agreement *(iOS 18.7 iPhone Mobile Safari 26.5, IP: 101.182.54.147)*
Mon, 29/06/2026 02:49 PM - Rhonda Sims stamped saved signature the Residential Rental Agreement *(iOS 18.7 iPhone Mobile Safari 26.5, IP: 101.182.54.147)*

Mon, 29/06/2026 02:52 PM - Rhonda Sims submitted the Residential Rental Agreement *(iOS 18.7 iPhone Mobile Safari 26.5, IP: 101.182.54.147)*

Claudia Muni (Rental Provider's Agent)

Mon, 29/06/2026 03:00 PM - Claudia Muni stamped saved signature the Residential Rental Agreement
Mon, 29/06/2026 03:02 PM - Claudia Muni clicked 'start' button to view the Residential Rental Agreement
Mon, 29/06/2026 03:02 PM - Claudia Muni submitted the Residential Rental Agreement

AGREEMENT END

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR: **MARK ANDREW PICKETT and NATALIE SU PICKETT**

PROPERTY: **5 Tanika Walk EPPING VIC 3076**

CONTRACT OF SALE INCORPORATING STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT

Vendor's Legal Practitioner:

Messrs. Arthur J. Dines & Co.,
Lawyers & Property Law Consultants,
Suite 10, Level 1,
2 Enterprise Drive,
Bundoora 3083

Phone: 9470-8288
Email: admin@ajdines.com.au
Ref: 008568