

# Contract of sale of land

**Property: 1 High Street, Laverton 3028, 3 High Street ,  
Laverton 3028, 5 High Street, Laverton 3028 & 7 High Street,  
Laverton 3028**



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

..... on ...../ /2021

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

.....

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

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

**SIGNED BY THE VENDOR:** .....

..... on ...../ /2021

**Print name(s) of person(s) signing: ACTIVE HOUSING PTY LTD ACN 163374561**

.....

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

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

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# Particulars of sale

**Vendor's estate agent**

Name: Bells Real Estate  
 Address: 14 Devonshire Road, Sunshine, VIC 3020

Email: tom@bellsrealestate.com.au

Tel: 03 9300 9000    Mob: 0418 322 448    Fax: 03 9312 5895    Ref:

**Vendor**

Name: ACTIVE HOUSING PTY LTD ACN 163374561  
 Address: 9 The Grove, Hillside, VIC 3037

ABN/ACN: .....

Email: danny@activehousing.com.au

**Vendor's legal practitioner or conveyancer**

Name: Ferraro & Company Pty Ltd  
 Address: 27A Sun Crescent, Sunshine Vic 3020  
 Email: conveyancing@ferraro.com.au

Tel: : (03) 9311 8911 Mob:                      Fax: (03) 9311 9915                      Ref: NT:2104407

**Purchaser's estate agent**

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

**Purchaser**

Name:.....

Address:.....

ABN/ACN:.....

Email:.....

**Purchaser's legal practitioner or conveyancer**

Name:.....

Address:.....

Email:.....

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

**Land** (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	8088	Folio	233	22	001206
Volume	2243	Folio	511	21	001206
Volume	8140	Folio	830	20	001206
Volume	2395	Folio	825	19	001206

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is 1 High Street, Laverton 3028, 3 High Street, Laverton 3028, 5 High Street, Laverton 3028 & 7 High Street, Laverton 3028

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

All fixtures & fittings of a permanent nature as inspected.

**Payment**

Price	\$			
Deposit	\$	_____	by	(of which \$ _____ has been paid)
Balance	\$	_____	payable at settlement	

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

Lease agreements are attached.

**Terms contract** (general condition 30)

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

**Loan** (general condition 20) **NOT APPLICABLE AT AUCTION**

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report NOT APPLICABLE AT AUCTION**

General condition 21 applies only if the box is checked

**Pest report NOT APPLICABLE AT AUCTION**

General condition 22 applies only if the box is checked



# Special conditions

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

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

## 1. Restrictions

The property is sold subject to all easements (including implied/appurtenant), covenants, leases, encumbrances, appurtenant easements and restrictions any rights of any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereto.

## 2. Warranties and exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the Contract other than those that will be embodied in the Contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this Contract and signed by the vendor.

The purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in the marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

## 3. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this Contract and that he is aware of their condition and any deficiencies.

## 4. Settlement

(1) The failure to settle pursuant to General Condition 17 shall be a default under this Contract pursuant to General Condition 34.

## 5. Merger

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. Having said that, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the Contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

## 6. Interpretation

It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to the neuter or any one gender shall include the other gender or the neuter and where more persons than one are included in the term "purchaser" their covenants hereunder shall be joint as well as several.

## 7. Condition of the property

The purchaser acknowledges having purchased the property:

- (i) As a result of its own inspection, investigations and enquiries, including those in respect of the suitability of the property for the purchaser's intended use thereof;
- (ii) In its present condition and state of repair including any refuse and/or building materials on the property;

- (iii) Subject to all faults and defects (if any), whether latent or patent, and contamination (if any) and
- (iv) "as is".

8. Penalty Interests

The expression 5% replaces 2% in General Condition 33.

## Auction Clause

### Special condition 1 – Auction Clause

- 1.1 The deposit payable hereunder shall be ten per centum (10%) of the purchase price.
- 1.2 The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2004 or any rules prescribed by regulation which modify or replace those Rules.
- 1.3 The bidding must be at a lump sum for the Property sold. Subject to this Contract and to the Vendor's reserve price, the person making the highest bid which is accepted by the Auctioneer by the fall of the hammer is the Purchaser. If any dispute arises over any bid the Auctioneer may decide:
- (1) Who was the last bidder; or
  - (2) To submit the property at some former bidding.
- 1.4 No person may retract a bid or advance a lesser sum than the amount named by the Auctioneer and the Vendor may refuse any bid or withdraw the property from sale.
- 1.5 The property is offered for sale by public auction, subject to the Vendor's reserve price.
- 1.6 If the purchaser shall be or include a company, the company will forthwith after execution of this Contract (if so required by the vendor) procure the execution by each of its directors on the part of the Contract intended to be held by the vendor of the Guarantee annexed to this Contract. If there shall be more than one purchaser under this Contract, the word "purchasers" shall be substituted for the word "Purchaser" wherever appearing in the said Guarantee prior to the execution thereof.
- 1.7 If there shall be more than one purchaser, the agreements and obligations of the purchaser under this Contract and the conditions thereof shall bind them and any two or more of them jointly and each of them severally.
- 1.8 If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- 1.9 If the proportions recorded in the transfer differ from those recorded in the Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 1.10 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demand which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 1.11 The purchaser acknowledges that prior to signing this Contract or any document purporting to be legally binding upon him he received:
- (a) from the vendor's agent a copy of this Contract of Sale in compliance with Section 53 of the said Act;
  - (b) from the vendor a statement in writing setting out the particulars required by Section 32 of the Sale of Land (Amendment) Act 1982.
- 1.12 The purchaser admits that the land offered for sale and inspected by him is identical with that described in the title particulars given herein. He shall not make any requisition or claim any compensation for any alleged misdescription or call upon the vendor to amended title or to bear all or any part of the cost of doing so.
- 1.13 Any restriction on the use of the said land under any town planning plan or scheme in any legislation or imposed by any authority empowered by legislation to control the use of the land shall not affect the validity of this contract, constitute a defect in the Vendor's title, or otherwise give rise to any claim against the Vendor.
- 1.14 The Purchaser shall have the right at any time no later than fourteen (14) days prior to the date upon which the Purchaser becomes entitled to possession of the property hereby sold (hereinafter called "the Settlement Date") to substitute a person (being a corporation or otherwise) in his place as Purchaser. Such substitution shall be deemed to be effected by the Purchaser delivering to the Vendor's solicitors the following:
- (a) Form of Nomination acceptable to the Vendor's solicitors completed and executed by both the Purchaser and the substituted Purchaser.
  - (b) If the substituted Purchaser is a company then a Guarantee in a similar form to that attached hereto duly completed and signed by the Directors of such company.
- 1.15 The Purchaser acknowledges that he does not rely in this Contract upon any warranty, statement or representation made or given by the Vendor or on behalf of the Vendor except such as may be expressly provided in this Contract.
- 1.16 Should the Purchaser be in default in payment of any moneys due to the Vendor under this Contract, the Vendor shall be entitled to reimbursement of any bank fees, interest or legal fees or any other expenses charged to the Vendor as a consequence of the Purchaser failing to pay the residue of moneys due to the Vendor under this Contract on the date upon which they are due.

1.17 Time remains the essence of this Contract despite any waiver given or indulgence granted by the Vendor to the Purchaser.

**Special condition 2**

**The vendor will provide any policy of insurance required under the Building Act 1993 to the purchaser prior to settlement.**

## **SCHEDULE 1**

### Regulations 5, 6, 7

#### **RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. If a reserve price has been set for the property and the property is passed in below that the reserve price, the vendor will first negotiate with the highest bidder for the purchase of property.
8. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

## **INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

(Schedule 5 of the Sale of Land Regulations 2005)

### **Meaning of vendor**

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

### **Bidding by co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

### **Vendor bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if –

- the auctioneer declares before bidding starts that the auctioneer can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that the auctioneer is making a vendor bid is to say "vendor bid" in making the bid.

### **What rules and conditions apply to the auction?**

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

### **Copies of the rules**

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

### **Questions**

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

### **Forbidden activities at auctions**

The law forbids any of the following –

- any person bidding for a vendor other than –
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners
- the auctioneer taking any bid that the auctioneer knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property;

- the auctioneer acknowledging a bid if no bid was made;
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them;
- any person falsely claiming or falsely acknowledging that they made a bid;
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

### **Who made the bid?**

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

### **It is an offence to disrupt an auction**

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing anything with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

### **The cooling off period does not apply to public auctions of land**

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land (Public Auctions) Regulations 2014. Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

# Vendor/supplier GST withholding notice

Pursuant to section 14–255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

**To:**

Purchaser/recipient: \_\_\_\_\_

**Property address:** 1, 3, 5, 7 High Street

LAVERTON VIC 3028

**Lot no.:** 22      **Plan of subdivision:** 001206

*[Cross out whichever is not applicable]*

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

**From:** Vendor/supplier: Active Housing Pty Ltd

**Dated:** 10/08/2021



## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDER WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

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## Money

### 14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

## 17. SETTLEMENT

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

## 18. ELECTRONIC SETTLEMENT

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

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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



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

## 25. GST WITHHOLDING

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

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

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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## 28. NOTICES

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

## 29. INSPECTION

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

## 30. TERMS CONTRACT

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

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

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

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

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

---

---

ACTIVE HOUSING PTY LTD

**AND**

**AND**

---

**DEED OF GUARANTEE OF CONTRACT**

---

**Ferraro & Company Pty Ltd**  
27A Sun Crescent  
Sunshine Vic 3020  
PO Box 686  
Sunshine Vic 3020  
Email: sam@ferraro.com.au  
Ref: NT:2104407

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**THIS DEED** dated      day of                      2021

**BETWEEN**    **Active Housing Pty Ltd ACN 163374561** of 9 The Grove, Hillside, Victoria  
(Vendor)

**AND**                      of (Purchaser)

**AND**                      of (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, AND ALSO the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

---

**EXECUTED AS A DEED**

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)	
	)	
in the presence of:	)	
		..... Signature
..... Signature of witness		
..... Print name of witness		

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)	
	)	
in the presence of:	)	
		..... Signature
..... Signature of witness		
..... Print name of witness		

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)	
	)	
in the presence of:	)	
		..... Signature
..... Signature of witness		
..... Print name of witness		

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

1 High Street, Laverton 3028, 3 High Street, Laverton 3028, 5 High Street, Laverton 3028 & 7 High Street, Laverton 3028


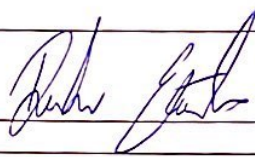
Vendor's name

Active Housing Pty Ltd ACN 163374561

Date

10 / 8 / 21

Vendor's signature

Director/Secretary

Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1.



# 1. FINANCIAL MATTERS

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

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

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

	To	
--	----	--

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

## 1.3 Terms Contract

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

Not Applicable.

## 1.4 Sale Subject to Mortgage

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

Not Applicable.

# 2. INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3. LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.
--

## 3.2 Road Access

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

## 3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. **NOTICES**

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. **BUILDING PERMITS**

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

Not Applicable.

6. **OWNERS CORPORATION**

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

Not Applicable.

7. **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)**

Not applicable.

8. **SERVICES**

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

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

9. **TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. **SUBDIVISION**

10.1 **Unregistered Subdivision**

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

Not Applicable.

#### 10.2 Staged Subdivision

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

Not Applicable.

#### 10.3 Further Plan of Subdivision

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

Not Applicable.

### 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

### 12. DUE DILIGENCE CHECKLIST

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

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

### 13. ATTACHMENTS

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

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

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

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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 08088 FOLIO 233

Security no : 124091630345B  
Produced 04/08/2021 04:41 PM

LAND DESCRIPTION

Lot 22 Block C on Plan of Subdivision 001206.  
PARENT TITLE Volume 07161 Folio 092  
Created by instrument 2736647 10/06/1955

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

ACTIVE HOUSING PTY LTD of 14 PEERLESS COURT AVONDALE HEIGHTS VIC 3034  
AM799805U 24/05/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM799806S 24/05/2016  
AUSTRALIA AND NEW ZEALAND BANKING GROUP 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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP001206 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 1 HIGH STREET LAVERTON VIC 3028

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 22/10/2016

DOCUMENT END

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

VOLUME 02243 FOLIO 511

Security no : 124091630349X  
Produced 04/08/2021 04:41 PM

LAND DESCRIPTION

Lot 21 Block C on Plan of Subdivision 001206.  
PARENT TITLE Volume 01896 Folio 092  
Created by instrument H296567 08/11/1978

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ACTIVE HOUSING PTY LTD of 14 PEERLESS COURT AVONDALE HEIGHTS VIC 3034  
AM694037A 11/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM694040M 11/04/2016  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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DIAGRAM LOCATION

SEE TP462048D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 3 HIGH STREET LAVERTON VIC 3028

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 22/10/2016

DOCUMENT END

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

VOLUME 08140 FOLIO 830

Security no : 124091630352U  
Produced 04/08/2021 04:41 PM

LAND DESCRIPTION

Lot 20 Block C on Plan of Subdivision 001206.  
PARENT TITLE Volume 02277 Folio 326  
Created by instrument A342141 28/05/1957

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

ACTIVE HOUSING PTY LTD of 14 PEERLESS COURT AVONDALE HEIGHTS VIC 3034  
AM694038X 11/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM694040M 11/04/2016  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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DIAGRAM LOCATION

SEE LP001206 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 5 HIGH STREET LAVERTON VIC 3028

ADMINISTRATIVE NOTICES



-----  
NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 22/10/2016

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

VOLUME 02395 FOLIO 825

Security no : 124091630356Q  
Produced 04/08/2021 04:41 PM

LAND DESCRIPTION

Lot 19 Block C on Plan of Subdivision 001206.  
PARENT TITLE Volume 02366 Folio 159  
Created by instrument F268091 10/04/1974

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ACTIVE HOUSING PTY LTD of 14 PEERLESS COURT AVONDALE HEIGHTS VIC 3034  
AM694039V 11/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM694040M 11/04/2016  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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DIAGRAM LOCATION

SEE LP001206 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 7 HIGH STREET LAVERTON VIC 3028

ADMINISTRATIVE NOTICES

-----  
NIL

eCT Control 16165A ANZ RETAIL AND SMALL BUSINESS  
Effective from 22/10/2016

DOCUMENT END

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PLAN OF SUBDIVISION  
 PART OF CROWN PORTIONS 3 AND 3A  
 SECTION 3  
 TOWNSHIP OF LAVERTON  
 PARISH OF TRUGANINA  
 COUNTY OF BOURKE

LP 1206  
 EDITION 2

Stamp  
 27 Aug 1886

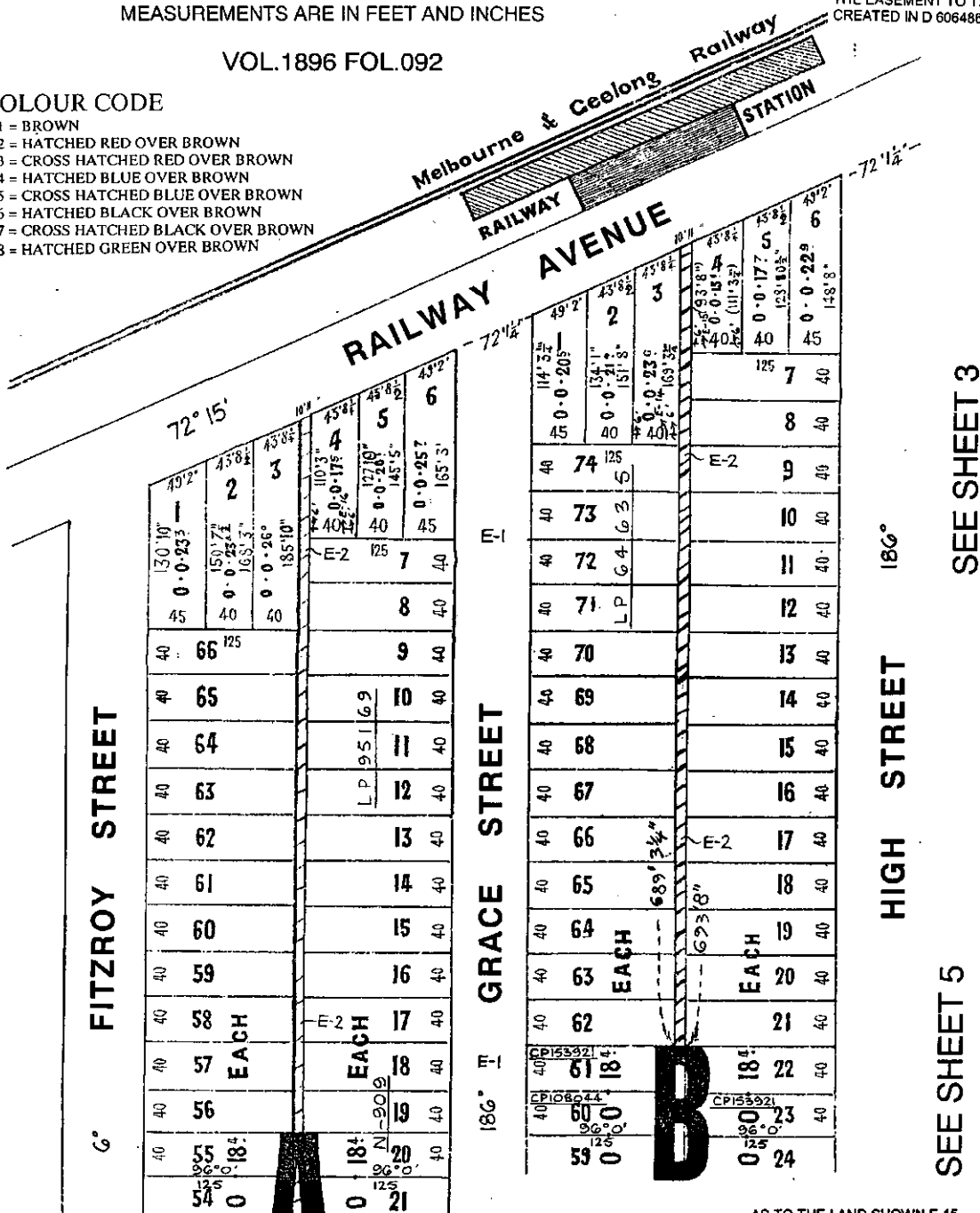
MEASUREMENTS ARE IN FEET AND INCHES

VOL.1896 FOL.092

COLOUR CODE

- E-1 = BROWN
- E-2 = HATCHED RED OVER BROWN
- E-3 = CROSS HATCHED RED OVER BROWN
- E-4 = HATCHED BLUE OVER BROWN
- E-5 = CROSS HATCHED BLUE OVER BROWN
- E-6 = HATCHED BLACK OVER BROWN
- E-7 = CROSS HATCHED BLACK OVER BROWN
- E-8 = HATCHED GREEN OVER BROWN

AS TO THE LAND SHOWN E-14  
 THE EASEMENT TO THE MMBW  
 CREATED IN D 606486



AS TO THE LAND SHOWN E-16  
 THE EASEMENT TO THE MMBW  
 CREATED IN D606519

AS TO THE LAND SHOWN E-15  
 THE EASEMENT TO THE MMBW  
 CREATED IN D956212

SEE SHEET 2

9 SHEETS  
 SHEET 1

SEE SHEET 3

HIGH STREET 186°

SEE SHEET 5

LP 1206

ROADS HATCHED RED OVER BROWN  
DISCONTINUED VIDE A.O. IN L.G.D.2733  
12 - 10 - 81

ROADS CROSS HATCHED BLUE OVER BROWN  
DISCONTINUED VIDE A.O. IN L.G.D.6155  
27 - 11 - 90

ROADS CROSS HATCHED RED OVER BROWN  
DISCONTINUED VIDE A.O. IN L.G.D.5481  
9 - 8 - 88

ROADS HATCHED BLACK OVER BROWN  
DISCONTINUED VIDE A.O. IN L.G.D.6013  
21 - 3 - 90

ROADS HATCHED BLUE OVER BROWN  
DISCONTINUED VIDE A.O. IN L.G.D.5487  
15 - 6 - 88

ROADS CROSS HATCHED BLACK OVER BROWN  
DISCONTINUED VIDE A.O. IN L.G.D.6125  
14 - 9 - 90

**STREET NAMES AMENDED**

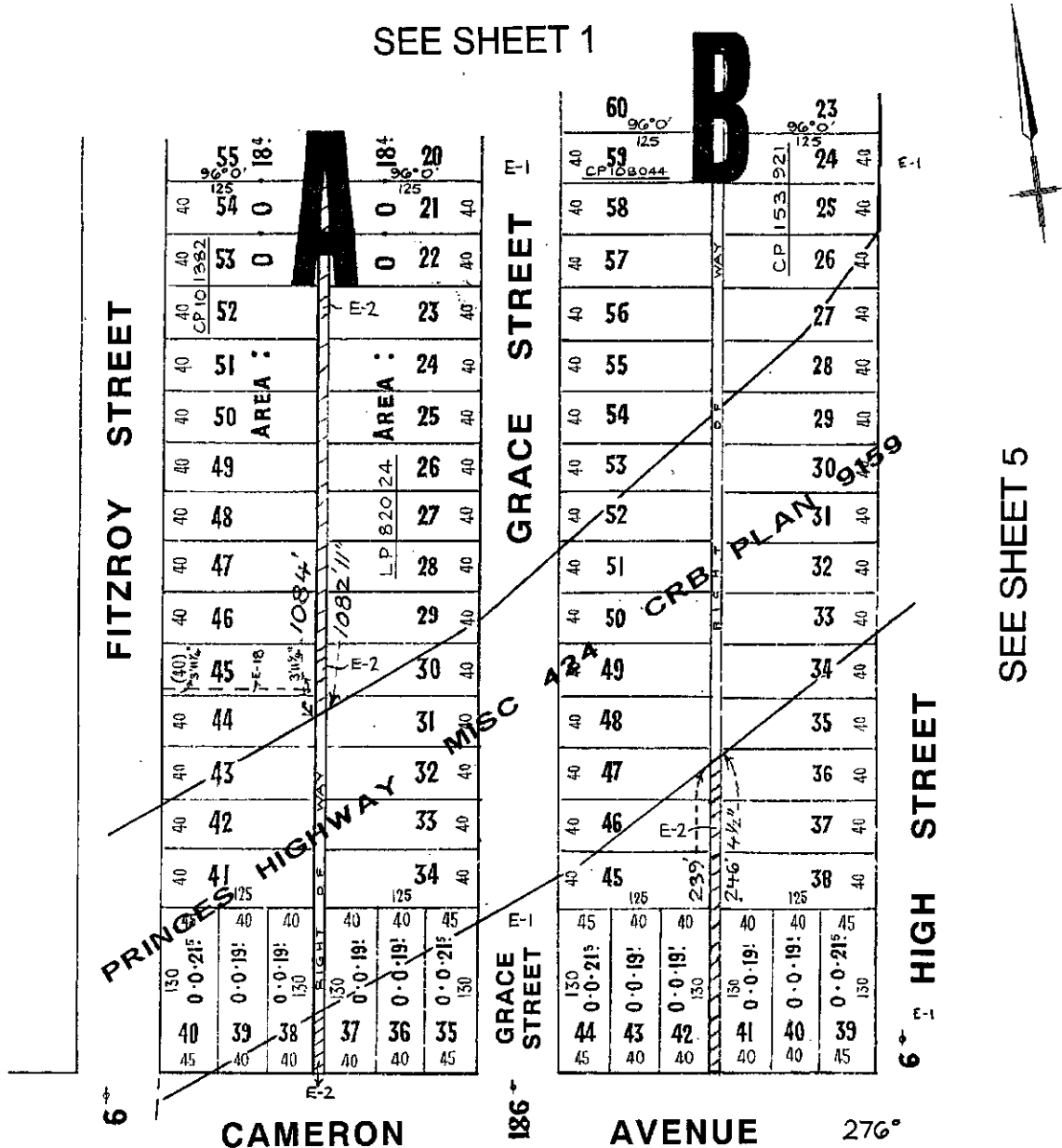
FROM NORTH AVENUE (PART)  
TO RESCHKE COURT  
VIDE CORRES.18383

FROM ALMA AVENUE  
TO CAMERON AVENUE  
VIDE CORRES. 1993/26

ROADS HATCHED GREEN OVER BROWN  
DISCONTINUED VIDE GAZ.1987 P.2158

AS TO THE WHOLE OF THE LAND IN THIS PLAN  
TOGETHER WITH A RIGHT OF CARRIAGEWAY  
OVER THE ROADS COLOURED BROWN ON PLANS  
OF SUBDIVISION LP 1204, 1205, 1206, 1216, 1234, AND 1272

SEE SHEET 1



AS TO THE LAND SHOWN E-18  
THE EASEMENT TO THE MMBW  
CREATED BY H618123

SEE SHEET 7

9 SHEETS  
SHEET 2

LP 1206

AS TO THE LAND SHOWN E-13  
THE EASEMENT TO THE MMBW  
CREATED IN D 950421

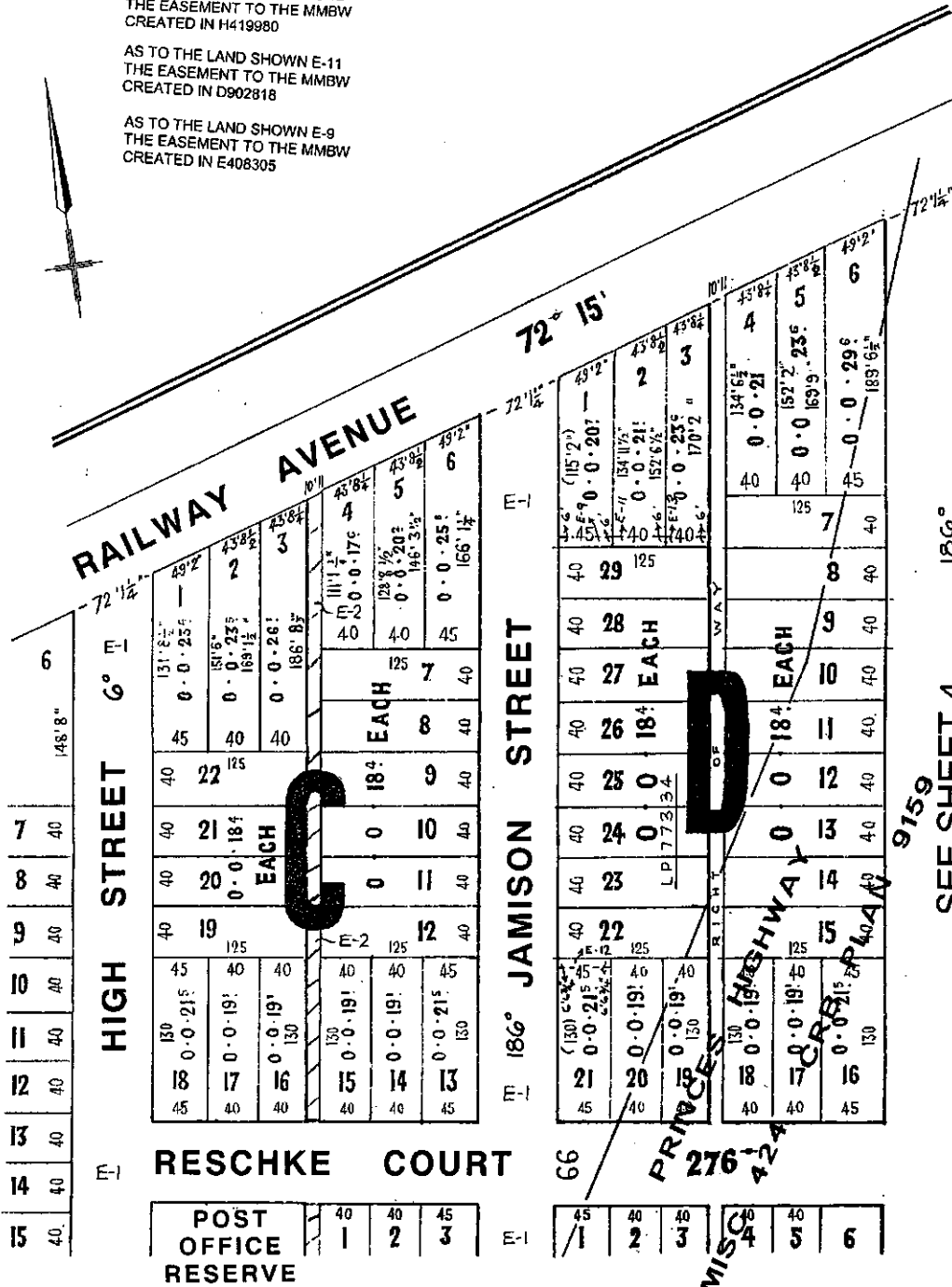
AS TO THE LAND SHOWN E-12  
THE EASEMENT TO THE MMBW  
CREATED IN H419980

AS TO THE LAND SHOWN E-11  
THE EASEMENT TO THE MMBW  
CREATED IN D902818

AS TO THE LAND SHOWN E-9  
THE EASEMENT TO THE MMBW  
CREATED IN E408305



SEE SHEET 1



POST OFFICE RESERVE	40	40	45
	1	2	3

MISC	45	40	40
	1	2	3

SEE SHEET 5

9 SHEETS  
SHEET 3

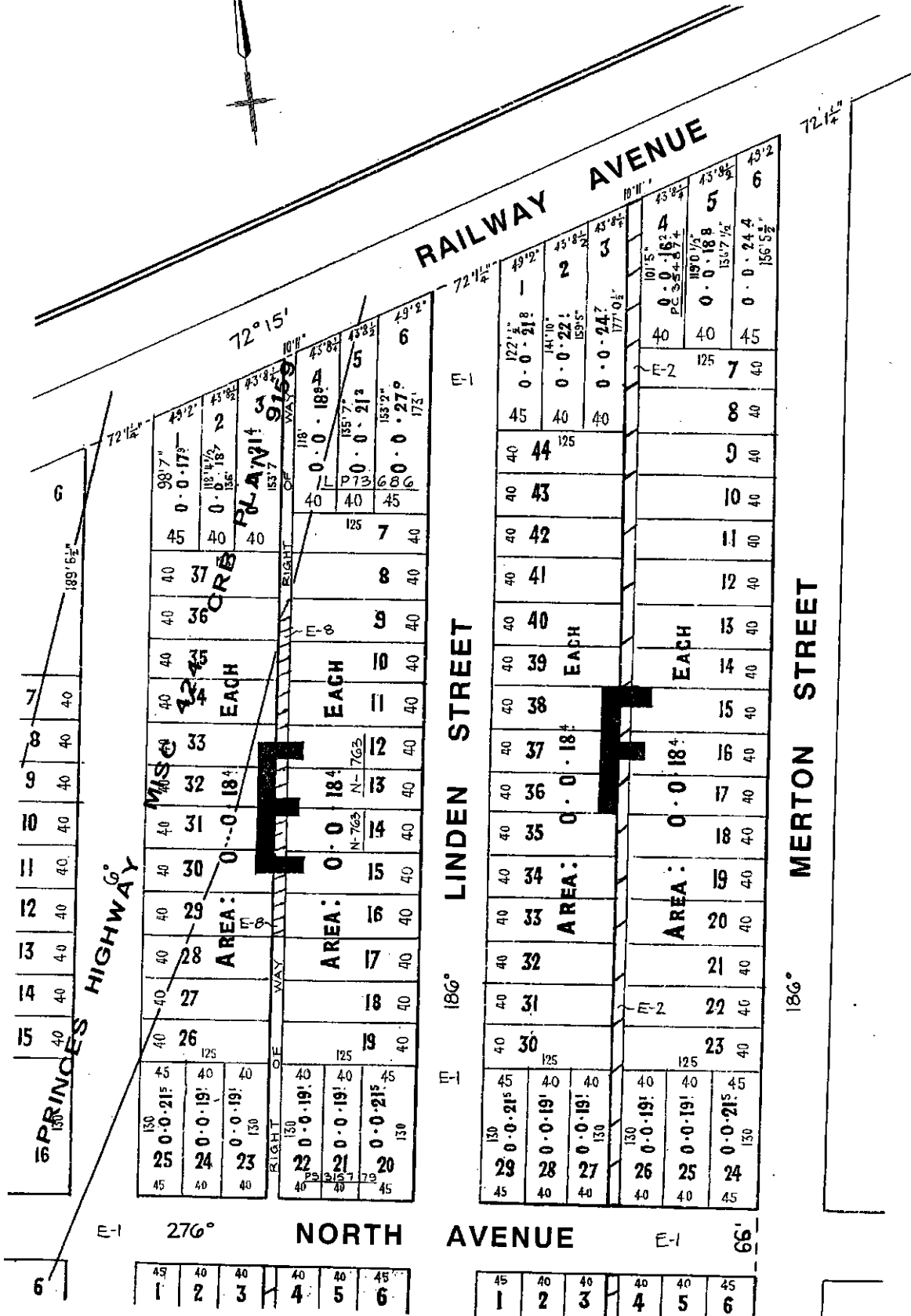
SEE SHEET 4

9 SHEETS  
SHEET 4

LP 1206



SEE SHEET 3



SEE SHEET 6

9 SHEETS  
SHEET 5

AS TO THE LAND SHOWN E-10  
THE EASEMENT TO THE MMBW  
CREATED IN D873750

SEE SHEET 3

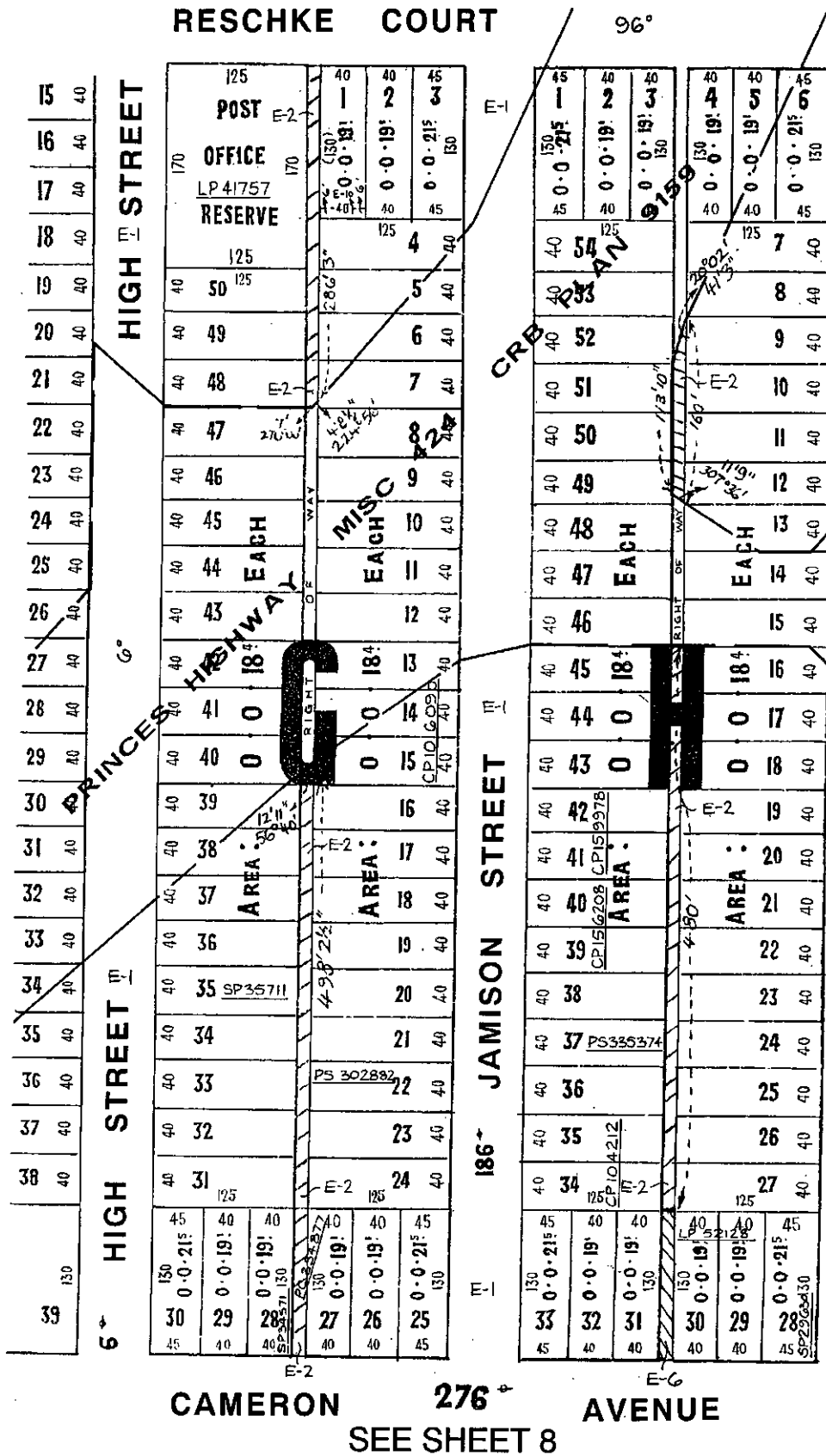
LP 1206

SEE SHEET 1

SEE SHEET 2



SEE SHEET 6



SEE SHEET 8



9 SHEETS  
SHEET 6

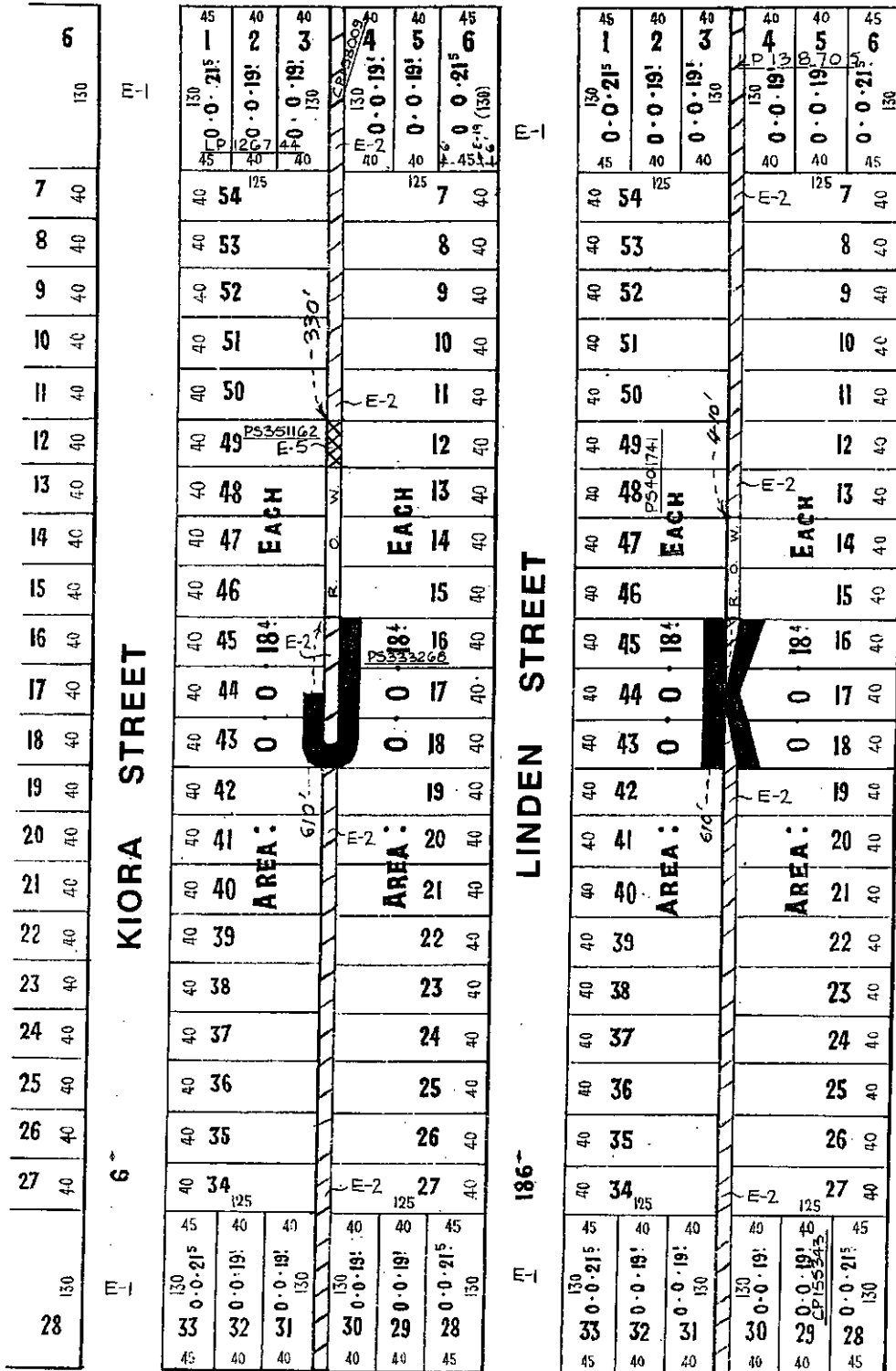
SEE SHEET 4

LP 1206

AS TO THE LAND SHOWN E-19  
THE EASEMENT TO THE MMBW  
CREATED BY J508978

NORTH AVENUE 96°

SEE SHEET 5



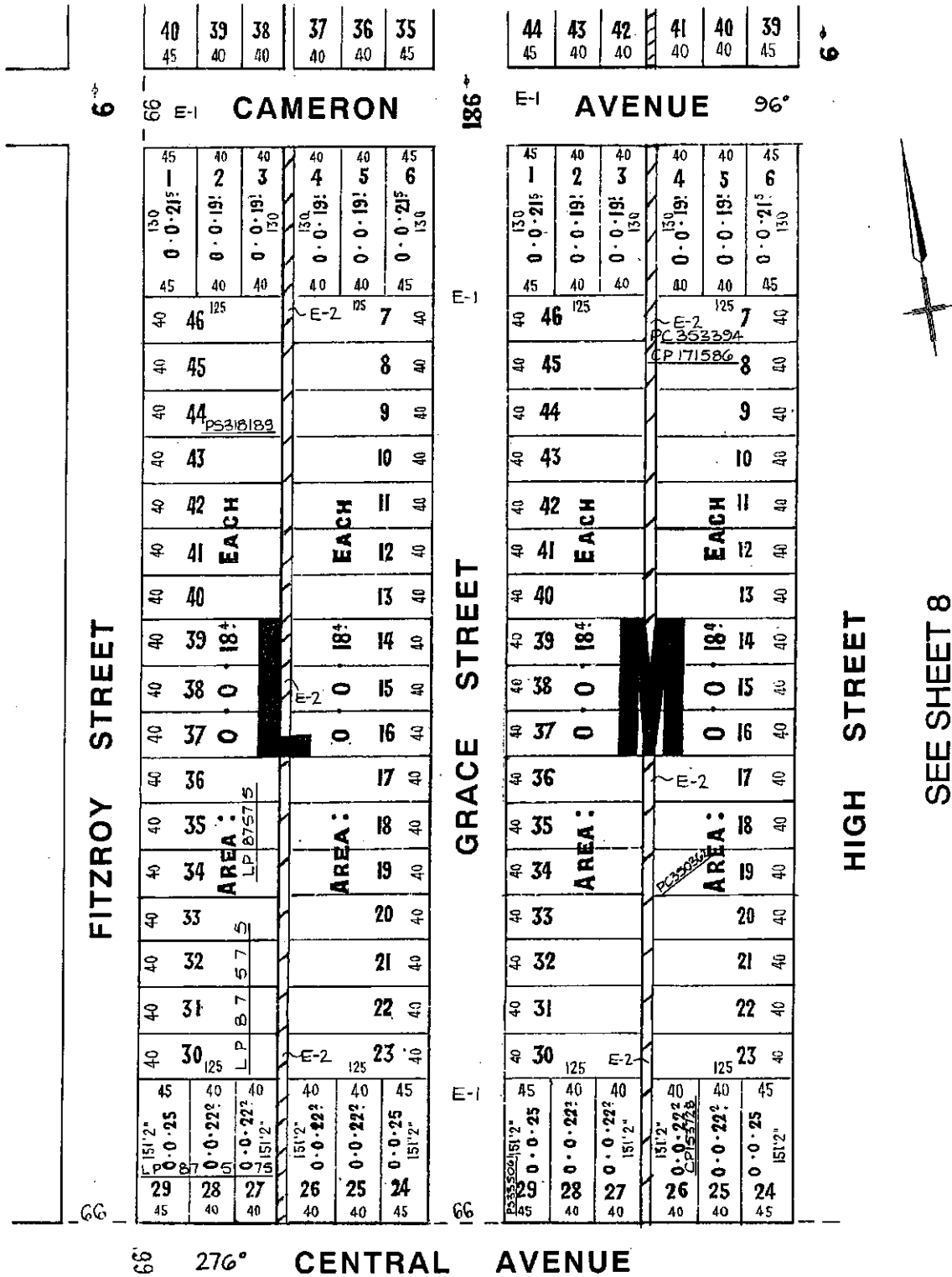
276° CAMERON AVENUE

SEE SHEET 9

9 SHEETS  
SHEET 7

LP 1206

SEE SHEET 2



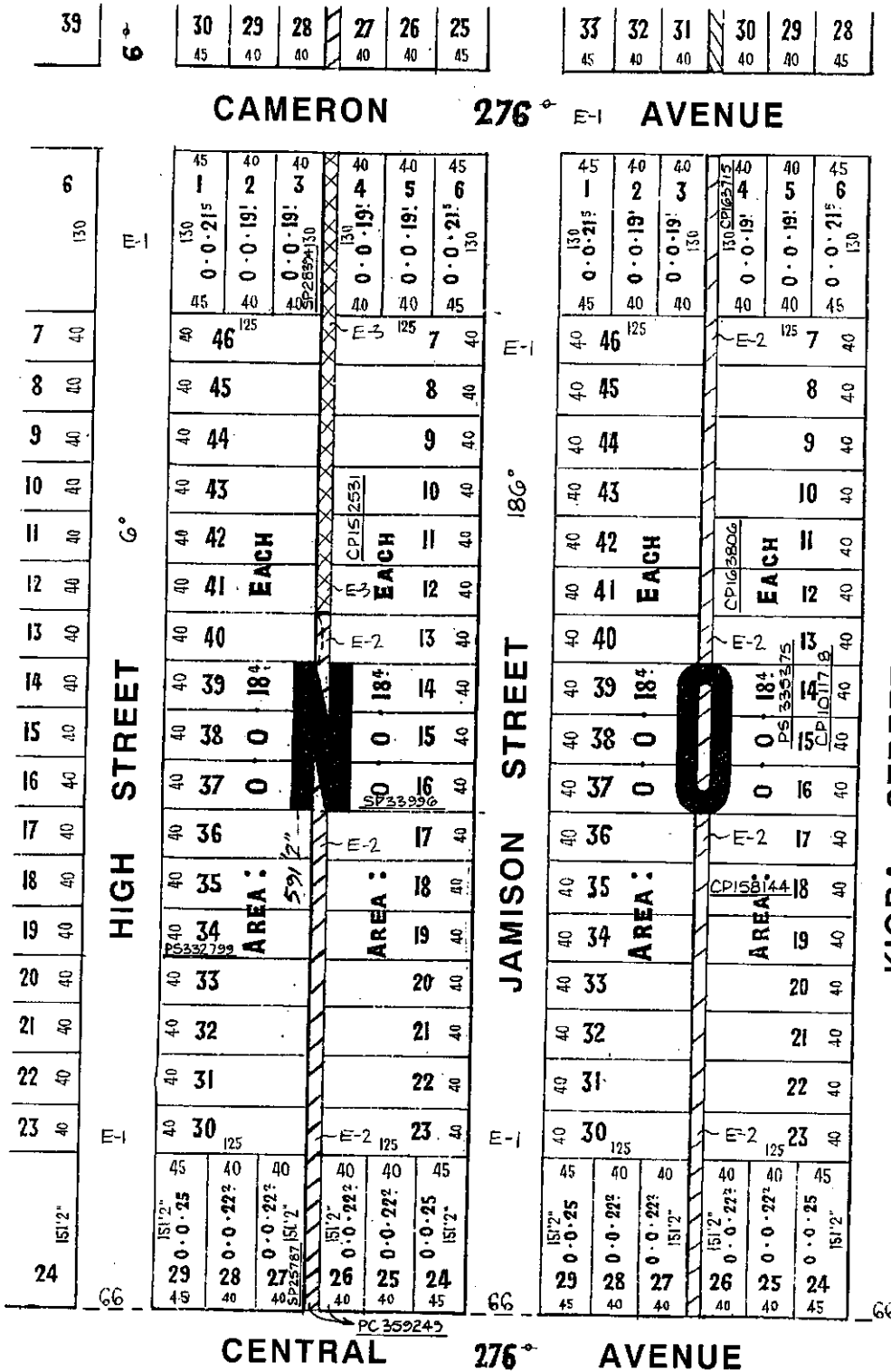
9 SHEETS  
SHEET 8

LP 1206

SEE SHEET 5

SEE SHEET 7

SEE SHEET 9



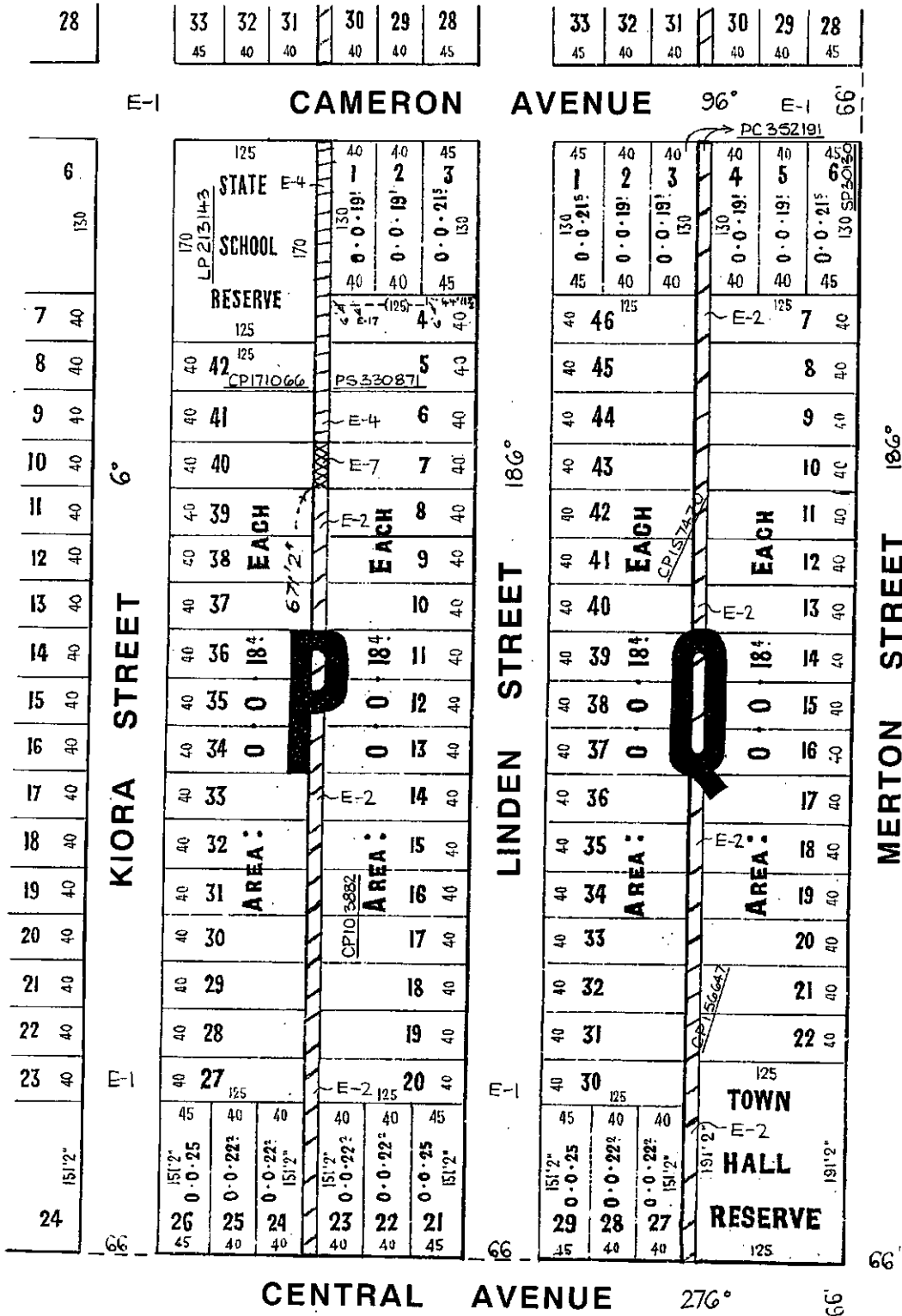
9 SHEETS  
SHEET 9

LP 1206

SEE SHEET 6

AS TO THE LAND SHOWN E-17  
THE EASEMENT TO THE MMBW  
CREATED IN J872047

SEE SHEET 8







\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ferraro & Company Pty Limited C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 4285

NO PROPOSALS. As at the 5th August 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1-7 HIGH Street, LAVERTON 3028  
HOBSONS BAY CITY COUNCIL

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

Date of issue: 5th August 2021

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 52204977 - 52204977092726 '4285'**

# 2021 Land Tax Assessment Notice



7044722038006004064

023

ACTIVE HOUSING PTY LTD  
UNIT 602  
99 DONALD STREET  
FOOTSCRAY VIC 3011

CUSTOMER NUMBER  
QUOTE IF YOU CONTACT US **086259400**

ASSESSMENT NUMBER  
THIS CHANGES EVERY YEAR **42219299**

ISSUE DATE **12 FEB 2021**

TOTAL PAYABLE **\$8,095.00**

INTEREST IS CHARGED ON LATE PAYMENTS

## TWO WAYS TO PAY

**1** IN FULL

PAY BY **25 JUN 2021**

**2** INSTALMENTS

**MUST BE SET UP BY 12 MAR 2021**

Instalments are ONLY payable via the online system, AutoPay.

AutoPay allows you to set up automated payments using your credit card or transaction account.

Choose from the following options:

FOUR  
INSTALMENTS  
(EQUAL AMOUNTS)

MONTHLY  
INSTALMENTS

FORTNIGHTLY  
INSTALMENTS



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

Payment Plan Set  
6/3/21  
Ref # 134965-1

## Manage your land tax online

- View and pay assessments
- Apply for exemptions
- Update property ownership

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

Paul Broderick  
Commissioner of State Revenue

### PAY IN FULL BY DUE DATE USING ONE OF THESE PAYMENT METHODS

BPAY®



Billers Code: 5249  
REF: 42219299

Telephone and internet banking  
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
[bpay.com.au](http://bpay.com.au)

CARD



Customer No: 086259400  
REF: 42219299

Visa or Mastercard only  
Pay via our website or phone 13 21 61.  
A card payment fee applies.  
[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

AUSTRALIA POST



Post Billpay

**\$8,095.00**

Pay in-store  
Take this notice to any Australia Post.  
State Revenue Office (VIC) payment



\*382 400 0042219299 2

# Summary of assessment

Assessment number: 42219299

Period of assessment: 1 January 2021 to 31 December 2021

Land tax applies to land you owned on 31 December 2020.

## 2021 calculation

Total taxable value	\$1,640,000.00
Tax calculation	\$8,095.00
<b>2021 tax payable</b>	<b>\$8,095.00</b>

For land tax rates, visit [sro.vic.gov.au/landtaxrate](http://sro.vic.gov.au/landtaxrate).

### ABOUT LAND TAX

Land tax is calculated using site valuations provided by the Valuer-General Victoria and councils.

Our website has information on:

- exemptions
- valuations
- payments
- land tax rates

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

### AMENDING DETAILS

You can update your details online.

Personal:

- address
- contact details

Property:

- claim or remove an exemption
- add or remove land you own

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

### YOUR RIGHT TO OBJECT

If you disagree with the valuation of your property, you can lodge an objection online.

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

If you disagree with another aspect of your assessment, you can lodge a written objection within 60 days of receiving your assessment.

An objection is a formal avenue of dispute resolution requiring you to explain fully and in detail the grounds of your objection.

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

### OUTSTANDING LAND TAX

The land tax on this assessment does not include land tax owing from prior years.

### INTERPRETING SERVICE

For languages other than English, contact the free Translating and Interpreting Service on 13 14 50.

HOW TO CONTACT US AT THE STATE REVENUE OFFICE

[sro.vic.gov.au/landtax](http://sro.vic.gov.au/landtax) | Phone 13 21 61 DURING BUSINESS HOURS (AEST)





# Statement of lands for period 1 January 2021 to 31 December 2021

Assessment number: 42219299

Lands owned as at midnight 31 December 2020 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax. Any adjustment (pro-rata) of the assessed amount is a private arrangement between the buyer and seller.

Item	Address/Municipality	Land ID/References	Single holding tax <sup>t</sup>	Proportional tax <sup>tt</sup>	Taxable value
1	3 HIGH ST, LAVERTON, 3028 HOBSONS BAY	001959262 21 L1206	\$595.00	\$2,023.75	\$410,000
2	5 HIGH ST, LAVERTON, 3028 HOBSONS BAY	013948510 20 L1206	\$595.00	\$2,023.75	\$410,000
3	7 HIGH ST, LAVERTON, 3028 HOBSONS BAY	013948528 19 L1206	\$595.00	\$2,023.75	\$410,000
4	1 HIGH ST, LAVERTON, 3028 HOBSONS BAY	014709511 22 L1206	\$595.00	\$2,023.75	\$410,000
<b>Total taxable value</b>					<b>\$1,640,000</b>

## Penalties for failing to notify of errors and omissions

You must ensure that the information contained in your land tax assessment is correct to avoid penalties. If any land you own is omitted from this assessment or is incorrectly specified as exempt, you must notify us within 60 days of the issue of this assessment. If you have not already, you must also notify us if you hold land as trustee for a trust or if you are an absentee owner. Penalties may apply if you do not make a required notification. You can request an amendment to your assessment or notify us of changes by visiting [sro.vic.gov.au/assessment](http://sro.vic.gov.au/assessment).

## Explanation of codes (for details, go to [sro.vic.gov.au/codes](http://sro.vic.gov.au/codes))

<sup>t</sup>SINGLE HOLDING TAX

<sup>tt</sup>PROPORTIONAL TAX

This is the amount of tax you would pay on the one property. This is the tax applicable to the specific land as a proportion of the total land tax liability of your assessment.

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / FERRARO & COMPANY PTY LIMITED

Your Reference: 2104407

Certificate No: 48416996

Issue Date: 10 AUG 2021

Enquiries: MXH10

Land Address: 1 -7 HIGH STREET LAVERTON VIC 3028

Land Id	Lot	Plan	Volume	Folio	Tax Payable
REFER TO ATTACHMENT					

Vendor: ACTIVE HOUSING PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT					

Comments: Refer to attachment

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$2,020,000

SITE VALUE: \$1,640,000

**AMOUNT PAYABLE: \$2,023.72**

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48416996

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$8,095.00

Taxable Value = \$1,640,000

Calculated as \$2,975 plus ( \$1,640,000 - \$1,000,000)  
multiplied by 0.800 cents.

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## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 48416996

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 48416996

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Taxation Administration Act 1997

Certificate No: 48416996

Land Address: 1 -7 HIGH STREET LAVERTON VIC 3028

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1959262			8088	233	\$505.93
			2243	511	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ACTIVE HOUSING PTY LTD	2021	\$410,000	\$2,023.75	\$0.00	\$505.93

**Comments:** Land Tax of \$2,023.75 has been assessed for 2021, an amount of \$1,517.82 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.  
This certificate includes Vol/Fol: 8140/830;2395/825.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
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Comments:

**Total Amount Payable for Property: 1959262 \$505.93**

Land Address: 1 -7 HIGH STREET LAVERTON VIC 3028

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13948510			8088	233	\$505.93
			2243	511	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ACTIVE HOUSING PTY LTD	2021	\$410,000	\$2,023.75	\$0.00	\$505.93

**Comments:** Land Tax of \$2,023.75 has been assessed for 2021, an amount of \$1,517.82 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

**Total Amount Payable for Property: 13948510 \$505.93**

Land Address: 1 -7 HIGH STREET LAVERTON VIC 3028

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13948528			8088	233	\$505.93
			2243	511	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ACTIVE HOUSING PTY LTD	2021	\$410,000	\$2,023.75	\$0.00	\$505.93

**Comments:** Land Tax of \$2,023.75 has been assessed for 2021, an amount of \$1,517.82 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

Comments:

**Total Amount Payable for Property: 13948528 \$505.93**

**Total: \$2,023.72**



# Property Clearance Certificate

## Taxation Administration Act 1997

Certificate No: 48416996

Land Address: 1 -7 HIGH STREET LAVERTON VIC 3028

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14709511			8088	233	\$505.93
			2243	511	

Land Tax Details	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ACTIVE HOUSING PTY LTD	2021	\$410,000	\$2,023.75	\$0.00	\$505.93

**Comments:** Land Tax of \$2,023.75 has been assessed for 2021, an amount of \$1,517.82 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Vacant Residential Land Tax Details	Year	Taxable Value	Tax Liability	Penalty/Interest	Total
-------------------------------------	------	---------------	---------------	------------------	-------

**Comments:**

**Total Amount Payable for Property: 14709511 \$505.93**

**Total: \$2,023.72**



# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / FERRARO & COMPANY PTY LIMITED

Your Reference: 2104407

Certificate No: 48369084

Issue Date: 05 AUG 2021

Enquiries: ESYSPROD

Land Address: 5 HIGH STREET LAVERTON VIC 3028

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13948510	20	1206	8140	830	\$758.90

Vendor: ACTIVE HOUSING PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ACTIVE HOUSING PTY LTD	2021	\$410,000	\$2,023.75	\$0.00	\$758.90

**Comments:** Land Tax of \$2,023.75 has been assessed for 2021, an amount of \$1,264.85 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$500,000

SITE VALUE: \$410,000

**AMOUNT PAYABLE: \$758.90**



# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48369084

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$595.00

Taxable Value = \$410,000

Calculated as \$275 plus ( $\$410,000 - \$250,000$ ) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 48369084

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 48369084

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / FERRARO & COMPANY PTY LIMITED

Your Reference: 2104407

Certificate No: 48369173

Issue Date: 05 AUG 2021

Enquiries: ESYSPROD

Land Address: 7 HIGH STREET LAVERTON VIC 3028

Land Id	Lot	Plan	Volume	Folio	Tax Payable
13948528	19	1206	2395	825	\$758.90

Vendor: ACTIVE HOUSING PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ACTIVE HOUSING PTY LTD	2021	\$410,000	\$2,023.75	\$0.00	\$758.90

**Comments:** Land Tax of \$2,023.75 has been assessed for 2021, an amount of \$1,264.85 has been paid. Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$510,000

SITE VALUE: \$410,000

**AMOUNT PAYABLE: \$758.90**

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48369173

---

## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
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6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$595.00

Taxable Value = \$410,000

Calculated as \$275 plus ( $\$410,000 - \$250,000$ ) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 48369173

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 48369173

**Visa or Mastercard**

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

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



9 August 2021

Ferraro & Company Pty Ltd  
C/- Info Track  
C/- Landata  
GPO Box 527  
Melbourne Vic 3001

**Ask for:** Paula Baldacchino  
**Our Ref:** PI2101648  
**Your Ref:** 52203276-038-2

Dear Sir/Madam,

**Property Information – Building Regulations 2018  
1 High St, Laverton VIC 3028**

1. No building permits have been issued in last 10 years.
2. At present, our records reveal no outstanding building related orders pertaining to the Building Act 1993, over the above property.

*Note: This disclosure may not include freestanding buildings constructed after 1 August 1997 and before 14 June 2005 where the cost of labour and materials did not exceed \$5,000 in value.*

*Note: All owners of properties that have swimming pools are required to have pool fencing erected in accordance with AS1926 or regulation 137 of the Building Regulations 2018. Pool and spa owners who fail to comply with the legislative requirements will have committed an offence and may be liable to a maximum penalty of \$7920.*

Yours sincerely

Arthur Vatzakis  
**Manager Planning, Building and Health Services**



9 August 2021

Ferraro & Company Pty Ltd  
C/- Info Track  
C/- Landata  
GPO Box 527  
Melbourne Vic 3001

**Ask for:** Paula Baldacchino  
**Our Ref:** PI2101654  
**Your Ref:** 52215541-016-4

Dear Sir/Madam,

**Property Information – Building Regulations 2018  
3 High St, Laverton VIC 3028**

1. No building permits have been issued in last 10 years.
2. At present, our records reveal no outstanding building related orders pertaining to the Building Act 1993, over the above property.

*Note: This disclosure may not include freestanding buildings constructed after 1 August 1997 and before 14 June 2005 where the cost of labour and materials did not exceed \$5,000 in value.*

*Note: All owners of properties that have swimming pools are required to have pool fencing erected in accordance with AS1926 or regulation 137 of the Building Regulations 2018. Pool and spa owners who fail to comply with the legislative requirements will have committed an offence and may be liable to a maximum penalty of \$7920.*

Yours sincerely

Arthur Vatzakis  
**Manager Planning, Building and Health Services**



9 August 2021

Ferraro & Company Pty Ltd  
C/- Info Track  
C/- Landata  
GPO Box 527  
Melbourne Vic 3001

**Ask for:** Paula Baldacchino  
**Our Ref:** PI2101655  
**Your Ref:** 52215616-015-0

Dear Sir/Madam,

**Property Information – Building Regulations 2018  
5 High St, Laverton VIC 3028**

1. No building permits have been issued in last 10 years.
2. At present, our records reveal no outstanding building related orders pertaining to the Building Act 1993, over the above property.

*Note: This disclosure may not include freestanding buildings constructed after 1 August 1997 and before 14 June 2005 where the cost of labour and materials did not exceed \$5,000 in value.*

*Note: All owners of properties that have swimming pools are required to have pool fencing erected in accordance with AS1926 or regulation 137 of the Building Regulations 2018. Pool and spa owners who fail to comply with the legislative requirements will have committed an offence and may be liable to a maximum penalty of \$7920.*

Yours sincerely

Arthur Vatzakis  
**Manager Planning, Building and Health Services**



9 August 2021

Ferraro & Company Pty Ltd  
C/- Info Track  
C/- Landata  
GPO Box 527  
Melbourne Vic 3001

**Ask for:** Paula Baldacchino  
**Our Ref:** PI2101656  
**Your Ref:** 52215664-015-7

Dear Sir/Madam,

**Property Information – Building Regulations 2018  
7 High St, Laverton VIC 3028**

1. No building permits have been issued in last 10 years.
2. At present, our records reveal no outstanding building related orders pertaining to the Building Act 1993, over the above property.

*Note: This disclosure may not include freestanding buildings constructed after 1 August 1997 and before 14 June 2005 where the cost of labour and materials did not exceed \$5,000 in value.*

*Note: All owners of properties that have swimming pools are required to have pool fencing erected in accordance with AS1926 or regulation 137 of the Building Regulations 2018. Pool and spa owners who fail to comply with the legislative requirements will have committed an offence and may be liable to a maximum penalty of \$7920.*

Yours sincerely

Arthur Vatzakis  
**Manager Planning, Building and Health Services**



No: 14148  
Date: 5/08/2021  
115 Civic Parade  
P.O. Box 21 Altona 3018  
Telephone 03 9932 1000  
Facsimile 03 9932 1039

## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

This certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act, 1989 or under any local laws of the Council. This certificate is not required to include information regarding planning, building, health, landfill, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Prescribed Valuation Date:	01/01/2021	Effective Date:	1st July 2021
Property Number	5406000010	SV	430000
Property Address	1 High St, Laverton	CIV	510000
Lot No., Lodged Plan No. & Parish	L22 LP1206 V8088 F233	NAV	25500
		3028	

NOTE: In accordance with Section 175 (1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

Rates and charges for the financial year ending 30 June, 2022.		
<u>Rates and charges</u>	<u>Amount Raised</u>	<u>Balance</u>
General Rate	1,133.21	1,133.21
Green Waste Special Charge	0.00	0.00
Fire Service Property Levy	144.09	144.09
Garbage Charge	250.00	250.00
Legal Costs	0.00	0.00
Fire Hazard & Other Charges	0.00	0.00
Arrears of Rates and Charges		354.00
Interest raised to		2.90
<b>RATES OUTSTANDING</b>		<b>\$1,884.20</b>
Interest charges will be accrued @ 10% on overdue instalments.		
<u>Other Charges</u>	<u>Principal</u>	<u>Interest</u>
Private Streets Interest raised to		
Comments	<b>Note: Notice of Acquisition must be sent immediately after Settlement. Please send to rates@hobsonsbay.vic.gov.au</b>	
	<b>Payment Options: B/Pay Biller Code: 39032 Reference No 5406000010 0</b>	
<b>TOTAL MONIES OUTSTANDING</b>		<b>\$1,884.20</b>

I hereby certify that as the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Hobsons Bay City Council, together with any notices or orders referred to in this certificate.

Ferraro & Company Pty Limited C/- InfoTrack  
c/o LANDATA

Delegated Officer

**REFERENCE**

2203296-037-9





No: 14150  
 Date: 5/08/2021  
 115 Civic Parade  
 P.O. Box 21 Altona 3018  
 Telephone 03 9932 1000  
 Facsimile 03 9932 1039

## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

This certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act, 1989 or under any local laws of the Council. This certificate is not required to include information regarding planning, building, health, landfill, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Prescribed Valuation Date: 01/01/2021	Effective Date: 1st July 2021		
Property Number 5406000030		SV	430000
Property Address 3 High St, Laverton	3028	CIV	540000
Lot No., Lodged Plan No. & Parish L21 LP1206 V2243 F511		NAV	27000

NOTE: In accordance with Section 175 (1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

Rates and charges for the financial year ending 30 June, 2022.		
<u>Rates and charges</u>	<u>Amount Raised</u>	<u>Balance</u>
General Rate	1,199.84	1,199.84
Green Waste Special Charge	0.00	0.00
Fire Service Property Levy	145.86	145.86
Garbage Charge	250.00	250.00
Legal Costs	0.00	0.00
Fire Hazard & Other Charges	0.00	0.00
Arrears of Rates and Charges		374.20
Interest raised to		3.05
<b>RATES OUTSTANDING</b>		<b>\$1,972.95</b>
Interest charges will be accrued @ 10% on overdue instalments.		
<u>Other Charges</u>	<u>Principal</u>	<u>Interest</u>
Private Streets Interest raised to		
Comments <b>Interest on arrears is calculated up to 30th June 2021</b> <b>Please call 9932 1000 to update balance and interest prior to settlement.</b> <b>Note: Notice of Acquisition must be sent immediately after Settlement. Please send to</b> <b>rates@hobsonsbay.vic.gov.au</b> <b>Payment Options: B/Pay Biller Code: 39032 Reference No 5406000030 8</b>		
<b>TOTAL MONIES OUTSTANDING</b>		<b>\$1,972.95</b>

I hereby certify that as the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Hobsons Bay City Council, together with any notices or orders referred to in this certificate.

Ferraro & Company Pty Limited C/- InfoTrack  
 c/o LANDATA

Delegated Officer



No: 14152  
 Date: 5/08/2021  
 115 Civic Parade  
 P.O. Box 21 Altona 3018  
 Telephone 03 9932 1000  
 Facsimile 03 9932 1039

## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

This certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act, 1989 or under any local laws of the Council. This certificate is not required to include information regarding planning, building, health, landfill, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Prescribed Valuation Date: 01/01/2021		Effective Date: 1st July 2021	
Property Number	5406000050	SV	430000
Property Address	5 High St, Laverton	CIV	510000
Lot No., Lodged Plan No. & Parish	L20 LP1206 V8140 F830	NAV	25500
		3028	

NOTE: In accordance with Section 175 (1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

Rates and charges for the financial year ending 30 June, 2022.		
<u>Rates and charges</u>	<u>Amount Raised</u>	<u>Balance</u>
General Rate	1,133.21	1,133.21
Green Waste Special Charge	0.00	0.00
Fire Service Property Levy	144.09	144.09
Garbage Charge	250.00	250.00
Legal Costs	0.00	0.00
Fire Hazard & Other Charges	0.00	0.00
Arrears of Rates and Charges		363.05
Interest raised to		2.95
<b>RATES OUTSTANDING</b>		<b>\$1,893.30</b>
Interest charges will be accrued @ 10% on overdue instalments.		
<u>Other Charges</u>	<u>Principal</u>	<u>Interest</u>
Private Streets Interest raised to		
Comments <b>Interest on arrears is calculated up to 30th June 2021</b>		
<b>Please call 9932 1000 to update balance and interest prior to settlement</b>		
<b>Note: Notice of Acquisition must be sent immediately after Settlement. Please send to</b>		
<b>rates@hobsonsbay.vic.gov.au</b>		
<b>Payment Options: B/Pay Biller Code: 39032 Reference No:5406000050 6</b>		
<b>TOTAL MONIES OUTSTANDING</b>		<b>\$1,893.30</b>

I hereby certify that as the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Hobsons Bay City Council, together with any notices or orders referred to in this certificate.

Ferraro & Company Pty Limited C/- InfoTrack  
 c/o LANDATA

Delegated Officer



No: 14151  
Date: 5/08/2021  
115 Civic Parade  
P.O. Box 21 Altona 3018  
Telephone 03 9932 1000  
Facsimile 03 9932 1039

## LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

This certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act, 1989 or under any local laws of the Council. This certificate is not required to include information regarding planning, building, health, landfill, other flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

Prescribed Valuation Date:	01/01/2021	Effective Date:	1st July 2021
Property Number	5406000070	SV	430000
Property Address	7 High St, Laverton	CIV	530000
Lot No., Lodged Plan No. & Parish	L19 LP1206 V2395 F825	NAV	26500
		3028	

NOTE: In accordance with Section 175 (1) of the Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land.

Rates and charges for the financial year ending 30 June, 2022.		
<u>Rates and charges</u>	<u>Amount Raised</u>	<u>Balance</u>
General Rate	1,177.63	1,177.63
Green Waste Special Charge	0.00	0.00
Fire Service Property Levy	145.27	145.27
Garbage Charge	250.00	250.00
Legal Costs	0.00	0.00
Fire Hazard & Other Charges	0.00	0.00
Arrears of Rates and Charges		369.10
Interest raised to		3.00
<b>RATES OUTSTANDING</b>		<b>\$1,945.00</b>
Interest charges will be accrued @ 10% on overdue instalments.		
<u>Other Charges</u>	<u>Principal</u>	<u>Interest</u>
Private Streets Interest raised to		
Comments	<b>Interest on arrears is calculated up to 30th June 2021</b> <b>Please call 9932 1000 to update balance and interest prior to settlement</b> <b>Note: Notice of Acquisition must be sent immediately after Settlement. Please send to</b> <b>rates@hobsonsbay.vic.gov.au</b> <b>Payment Options: B/Pay Biller Code: 39032 Reference No 5406000070 4</b>	
<b>TOTAL MONIES OUTSTANDING</b>		<b>\$1,945.00</b>

I hereby certify that as the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Hobsons Bay City Council, together with any notices or orders referred to in this certificate.

Ferraro & Company Pty Limited C/- InfoTrack  
c/o LANDATA

Delegated Officer



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1217 4127 8126

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968839

LANDATA COUNTER SERVICES

YOUR REF.

52203320-050-4

SOURCE NO. 99904685210

**PROPERTY:** 1 HIGH STREET LAVERTON VIC 3028

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of six hundred and fifteen dollars and eighty eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/09/2021	26.39	26.39
PARKS SERVICE CHARGES	80.20	Annually	30/06/2022	80.20	80.20
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/09/2021	51.89	51.89
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/09/2021	55.64	55.64
<b>TOTAL</b>	<b>615.88</b>			<b>214.12</b>	<b>214.12</b>

Service charges owing to 30/06/2021 0.00

Service charges owing for this financial year 214.12

Adjustments 0.00

**Current amount outstanding** 214.12

Plus remainder service charges to be billed 401.76

**BALANCE including unbilled service charges** 615.88

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1217 4127 8126



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4127 8126

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968839

This statement does not include any volumetric charges from 6/05/2021. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4127 8126

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968839

## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

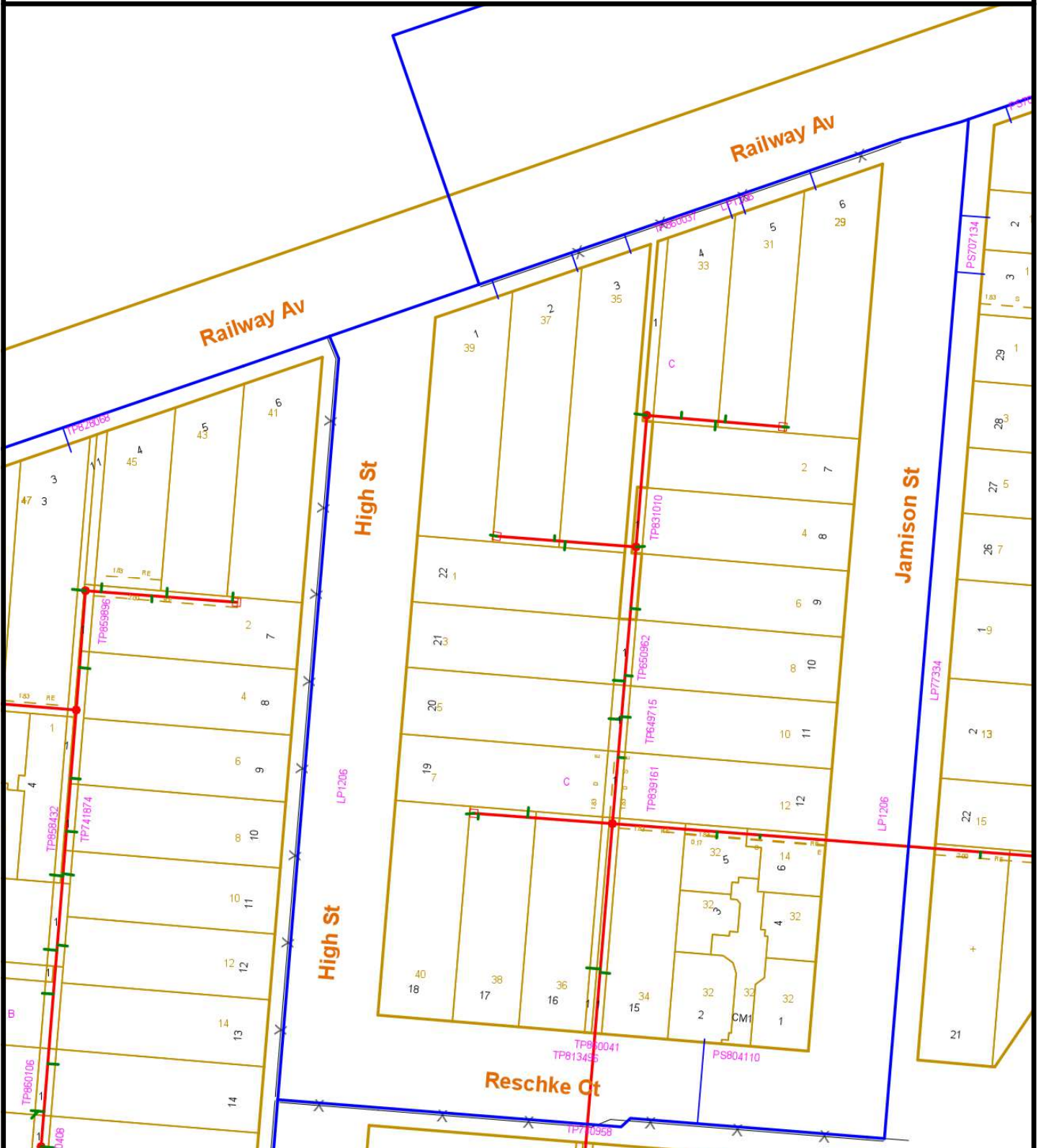
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



# Encumbrance Plan

## 1 HIGH STREET LAVERTON 3028

### Application No. 968839



### LEGEND

<ul style="list-style-type: none"> <li><span style="color: red;">●</span> Circular Manhole</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Inspection Shaft</li> <li><span style="border-bottom: 2px solid red; width: 20px; display: inline-block; margin-right: 5px;"></span> Sewer Main</li> <li><span style="border-bottom: 2px dashed red; width: 20px; display: inline-block; margin-right: 5px;"></span> Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid blue; width: 20px; display: inline-block; margin-right: 5px;"></span> Water Main</li> <li><span style="border-bottom: 2px dashed blue; width: 20px; display: inline-block; margin-right: 5px;"></span> Abandoned Water Main</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px;"></span> Recycled Water Main</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Channel</li> <li><span style="border-bottom: 2px dashed magenta; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Abandoned Channel</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Natural Waterway</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Underground Drain</li> <li><span style="border-bottom: 2px dashed magenta; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Abandoned Underground Drain</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Sewer Main</li> <li><span style="border-bottom: 2px dashed black; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Water Main</li> <li><span style="border-bottom: 2px dashed black; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Abandoned Water Main</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; margin-right: 5px;"></span> MW Manhole</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid black; background-color: gray; margin-right: 5px;"></span> MW Abandoned Manhole</li> </ul>	<p style="font-size: small; margin-top: 5px;">Date: 05/08/2021</p>
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Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 0144

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968969

LANDATA COUNTER SERVICES

YOUR REF.

52215541-028-7

SOURCE NO. 99904685210

**PROPERTY:** 3 HIGH STREET LAVERTON VIC 3028

**Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges**

The sum of four hundred and one dollars and seventy six cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/09/2021	26.39	0.00
PARKS SERVICE CHARGES	80.20	Annually	30/06/2022	80.20	0.00
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/09/2021	51.89	0.00
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/09/2021	55.64	0.00
<b>TOTAL</b>	<b>615.88</b>			<b>214.12</b>	<b>0.00</b>

Service charges owing to 30/06/2021 0.00

Service charges owing for this financial year 0.00

Adjustments 0.00

**Current amount outstanding** 0.00

Plus remainder service charges to be billed 401.76

**BALANCE including unbilled service charges** 401.76

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1217 4128 0144





City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 0144

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968969

This statement does not include any volumetric charges from 12/11/2020. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 0144

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968969

## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

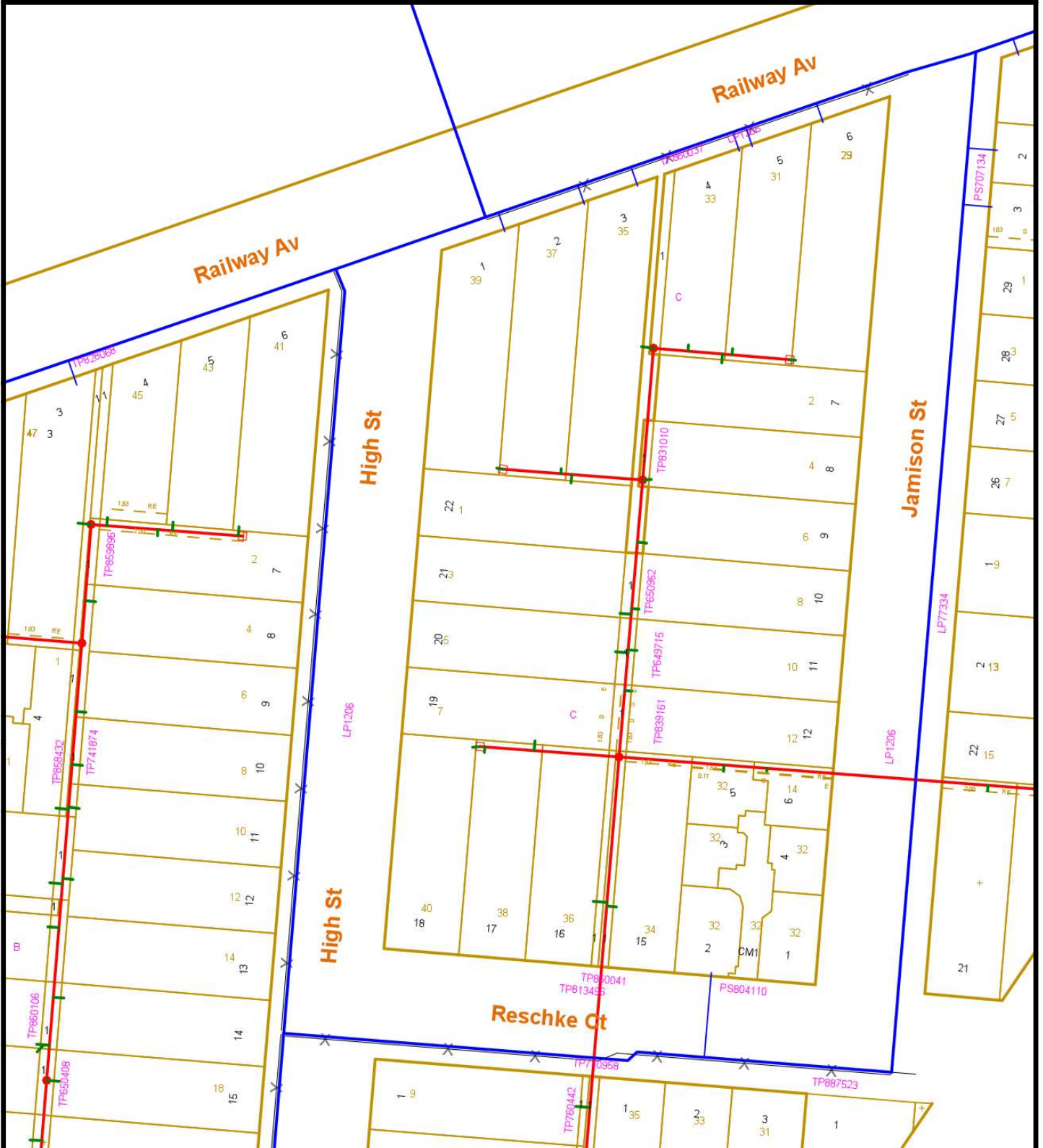
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



# Encumbrance Plan

## 3 HIGH STREET LAVERTON 3028

### Application No. 968969



### LEGEND

<ul style="list-style-type: none"> <li><span style="color: red;">●</span> Circular Manhole</li> <li><span style="border: 1px solid red; display: inline-block; width: 10px; height: 10px; margin-right: 5px;"></span> Inspection Shaft</li> <li><span style="border-bottom: 2px solid red; width: 20px; display: inline-block; margin-right: 5px;"></span> Sewer Main</li> <li><span style="border-bottom: 2px dashed red; width: 20px; display: inline-block; margin-right: 5px;"></span> Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid blue; width: 20px; display: inline-block; margin-right: 5px;"></span> Water Main</li> <li><span style="border-bottom: 2px dashed blue; width: 20px; display: inline-block; margin-right: 5px;"></span> Abandoned Water Main</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px;"></span> Recycled Water Main</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px; opacity: 0.5;"></span> MW Channel</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px; opacity: 0.5;"></span> MW Abandoned Channel</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px; opacity: 0.5;"></span> MW Natural Waterway</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px; opacity: 0.5;"></span> MW Underground Drain</li> <li><span style="border-bottom: 2px solid magenta; width: 20px; display: inline-block; margin-right: 5px; opacity: 0.5;"></span> MW Abandoned Underground Drain</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid grey; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Sewer Main</li> <li><span style="border-bottom: 2px solid grey; width: 20px; display: inline-block; margin-right: 5px; opacity: 0.5;"></span> MW Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid grey; width: 20px; display: inline-block; margin-right: 5px;"></span> MW Water Main</li> <li><span style="border-bottom: 2px solid grey; width: 20px; display: inline-block; margin-right: 5px; opacity: 0.5;"></span> MW Abandoned Water Main</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid grey; margin-right: 5px;"></span> MW Manhole</li> <li><span style="display: inline-block; width: 10px; height: 10px; border: 1px solid grey; background-color: grey; margin-right: 5px;"></span> MW Abandoned Manhole</li> </ul>	<p style="font-size: small; margin-top: 5px;">Date: 05/08/2021</p>
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Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 1132

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968970

LANDATA COUNTER SERVICES

YOUR REF.

52215616-027-3

SOURCE NO. 99904685210

**PROPERTY:** 5 HIGH STREET LAVERTON VIC 3028

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of eight hundred and eighteen dollars and ninety five cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/09/2021	26.39	26.39
PARKS SERVICE CHARGES	80.20	Annually	30/06/2022	80.20	80.20
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/09/2021	51.89	51.89
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/09/2021	55.64	55.64
<b>TOTAL</b>	<b>615.88</b>			<b>214.12</b>	<b>214.12</b>

Service charges owing to 30/06/2021	0.00
Service charges owing for this financial year	214.12
Volumetric charges owing to 30/06/2021.	203.07
Adjustments	0.00
<b>Current amount outstanding</b>	<b>417.19</b>
Plus remainder service charges to be billed	401.76
<b>BALANCE including unbilled service charges</b>	<b>818.95</b>

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1217 4128 1132



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 1132

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968970

This statement does not include any volumetric charges from 30/06/2021. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 1132

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

968970

## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

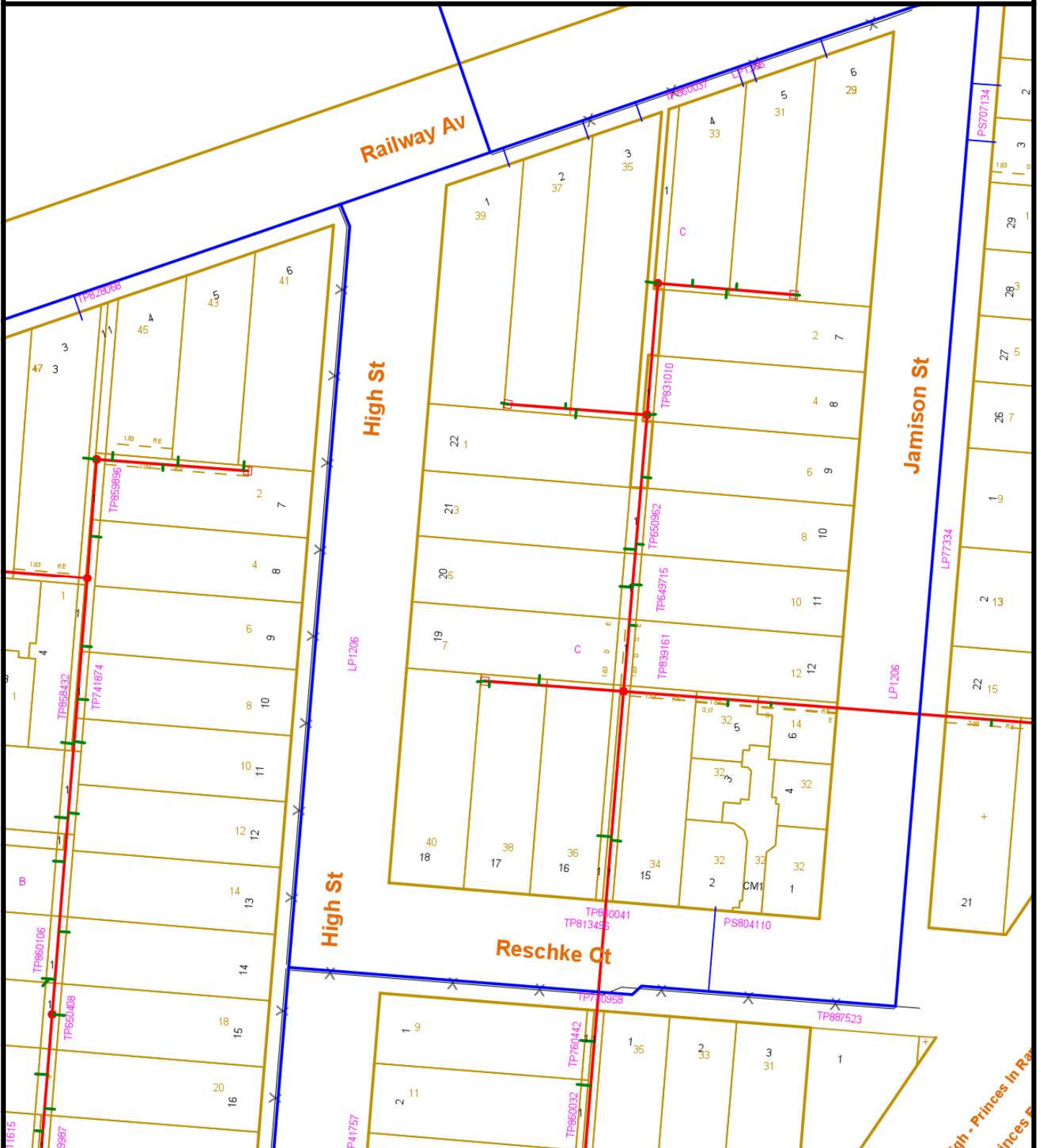
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



# Encumbrance Plan

## 5 HIGH STREET LAVERTON 3028

### Application No. 968970



### LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main	
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main	
	Sewer Main		MW Abandoned Channel		MW Water Main	
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main	
	Water Main		MW Underground Drain		MW Manhole	
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole	

Date: 05/08/2021

Disclaimer: The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 2142

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

969116

LANDATA COUNTER SERVICES

YOUR REF.

52215664-027-0

SOURCE NO. 99904685210

**PROPERTY:** 7 HIGH STREET LAVERTON VIC 3028

## Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of six hundred and fifteen dollars and eighty eight cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	30/09/2021	26.39	26.39
PARKS SERVICE CHARGES	80.20	Annually	30/06/2022	80.20	80.20
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	30/09/2021	51.89	51.89
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	30/09/2021	55.64	55.64
<b>TOTAL</b>	<b>615.88</b>			<b>214.12</b>	<b>214.12</b>

Service charges owing to 30/06/2021	0.00
Service charges owing for this financial year	214.12
Adjustments	0.00
<b>Current amount outstanding</b>	<b>214.12</b>
Plus remainder service charges to be billed	401.76
<b>BALANCE including unbilled service charges</b>	<b>615.88</b>

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1217 4128 2142





City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 2142

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

969116

This statement does not include any volumetric charges from 7/02/2018. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



City West Water

ABN 70 066 902 467

# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ENQUIRIES  
131691

REFERENCE NO.

1217 4128 2142

DATE OF ISSUE - 5/08/2021

APPLICATION NO.

969116

## Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE  
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

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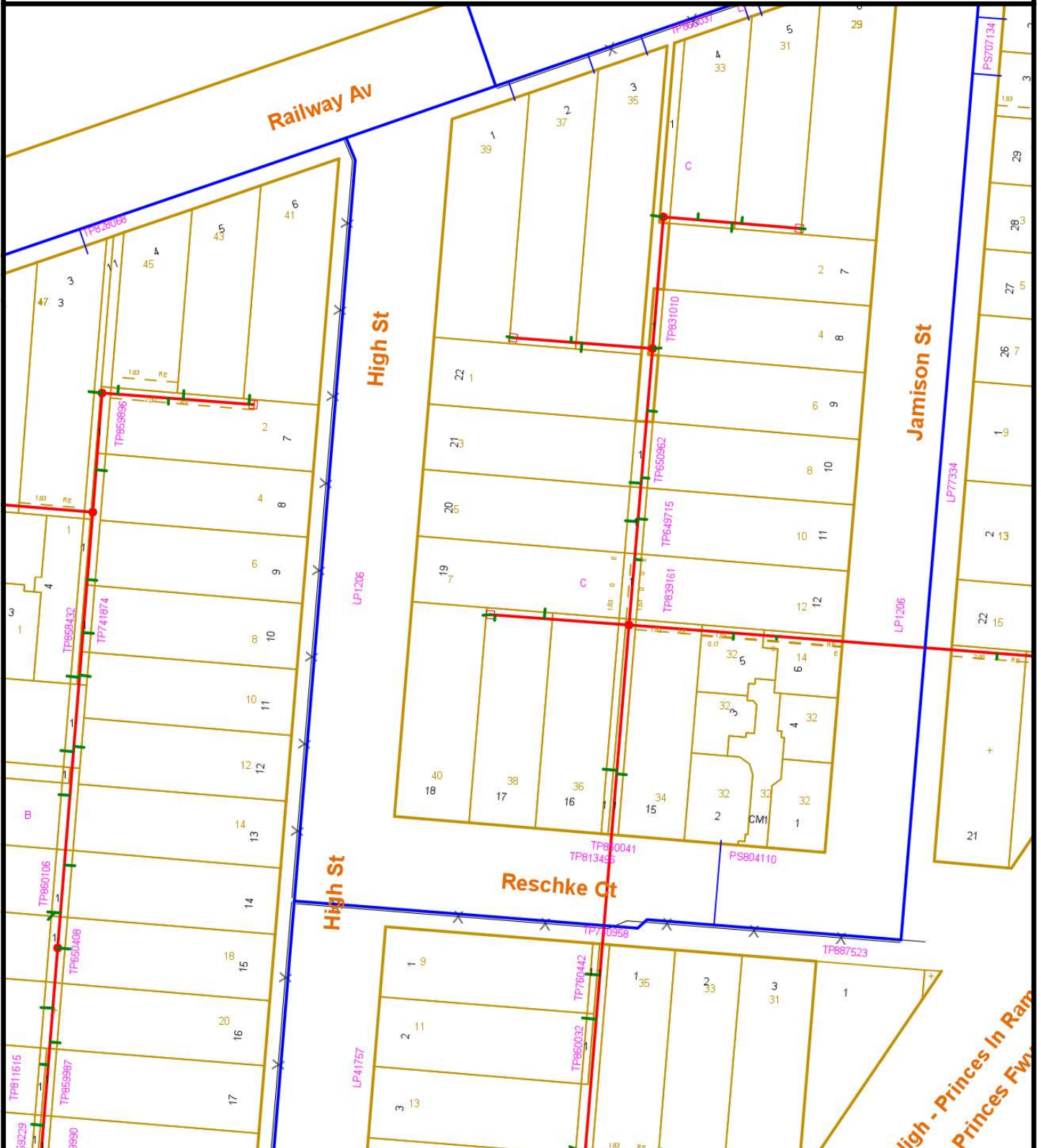
Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



# Encumbrance Plan

## 7 HIGH STREET LAVERTON 3028

### Application No. 969116



### LEGEND

<ul style="list-style-type: none"> <li><span style="color: red;">●</span> Circular Manhole</li> <li><span style="border: 1px solid red; display: inline-block; width: 15px; height: 15px;"></span> Inspection Shaft</li> <li><span style="border-bottom: 2px solid red; width: 20px; display: inline-block;"></span> Sewer Main</li> <li><span style="border-bottom: 2px dashed red; width: 20px; display: inline-block;"></span> Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid blue; width: 20px; display: inline-block;"></span> Water Main</li> <li><span style="border-bottom: 2px dashed blue; width: 20px; display: inline-block;"></span> Abandoned Water Main</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> Recycled Water Main</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Channel</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Abandoned Channel</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Natural Waterway</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Underground Drain</li> <li><span style="border-bottom: 2px solid purple; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Abandoned Underground Drain</li> </ul>	<ul style="list-style-type: none"> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Sewer Main</li> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Abandoned Sewer Main</li> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Water Main</li> <li><span style="border-bottom: 2px solid black; width: 20px; display: inline-block; opacity: 0.5;"></span> MW Abandoned Water Main</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: grey; border: 1px solid black;"></span> MW Manhole</li> <li><span style="display: inline-block; width: 10px; height: 10px; background-color: grey; border: 1px solid black; opacity: 0.5;"></span> MW Abandoned Manhole</li> </ul>
<b>Date: 05/08/2021</b>		

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# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

767654

## APPLICANT'S NAME & ADDRESS

FERRARO & COMPANY PTY LIMITED C/- INFOTRACK C/-  
LANDATA

MELBOURNE

## VENDOR

ACTIVE HOUSING PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

4285

This certificate is issued for:

LOT 20 BLOCK C PLAN LP1206 ALSO KNOWN AS 5 HIGH STREET LAVERTON  
HOBSONS BAY CITY

The land is covered by the:

HOBSONS BAY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C131hbay has been placed on public exhibition which shows this property :

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3 - C131hbay

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/hobsonsbay>

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

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

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

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

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

LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

05 August 2021

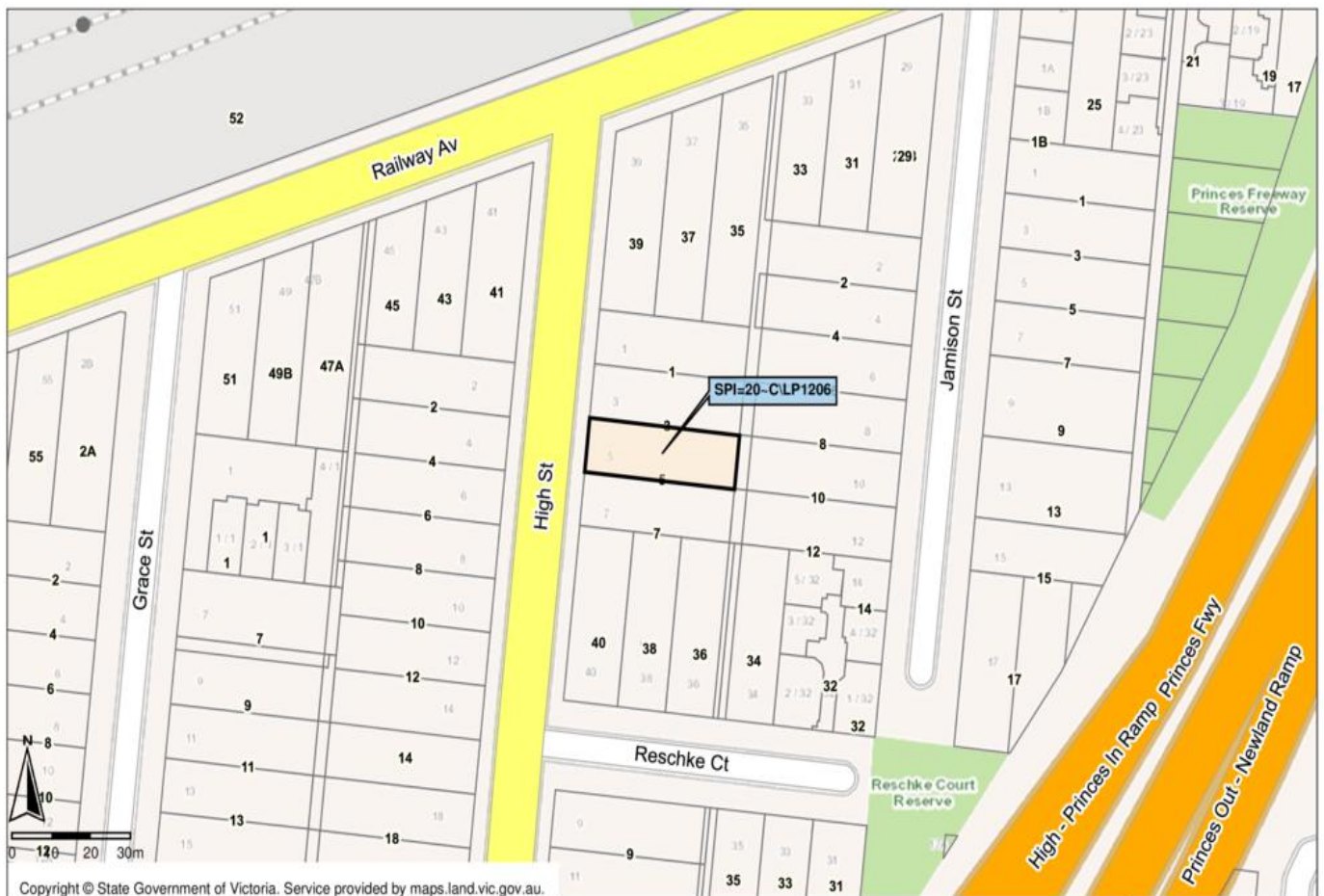
**Hon. Richard Wynne MP**  
**Minister for Planning**

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

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

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

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



## Choose the authoritative Planning Certificate

### Why rely on anything less?

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

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

## Privacy Statement

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

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

767653

## APPLICANT'S NAME & ADDRESS

FERRARO & COMPANY PTY LIMITED C/- INFOTRACK C/-  
LANDATA

MELBOURNE

## VENDOR

ACTIVE HOUSING PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

4285

This certificate is issued for:

LOT 21 BLOCK C PLAN LP1206 ALSO KNOWN AS 3 HIGH STREET LAVERTON  
HOBSONS BAY CITY

The land is covered by the:

HOBSONS BAY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C131hbay has been placed on public exhibition which shows this property :

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3 - C131hbay

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/hobsonsbay>

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LANDATA@  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

05 August 2021

**Hon. Richard Wynne MP**  
Minister for Planning

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# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

767478

## APPLICANT'S NAME & ADDRESS

FERRARO & COMPANY PTY LIMITED C/- INFOTRACK C/-  
LANDATA

MELBOURNE

## VENDOR

ACTIVE HOUSING PTY LTD

## PURCHASER

N/A

## REFERENCE

4285

This certificate is issued for:

LOT 22 BLOCK C PLAN LP1206 ALSO KNOWN AS 1 HIGH STREET LAVERTON  
HOBSONS BAY CITY

The land is covered by the:

HOBSONS BAY PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C131hbay has been placed on public exhibition which shows this property :

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05 August 2021

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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 04 August 2021 05:09 PM

## PROPERTY DETAILS

Address: **1 HIGH STREET LAVERTON 3028**  
 Lot and Plan Number: **Lot 22 Block C LP1206**  
 Standard Parcel Identifier (SPI): **22-C\LP1206**  
 Local Government Area (Council): **HOBSONS BAY**  
 Council Property Number: **5406000010**  
 Planning Scheme: **Hobsons Bay**  
 Directory Reference: **Melway 53 E10**

[www.hobsonsbay.vic.gov.au](http://www.hobsonsbay.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay](http://planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **City West Water**  
 Melbourne Water: **inside drainage boundary**  
 Power Distributor: **POWERCOR**

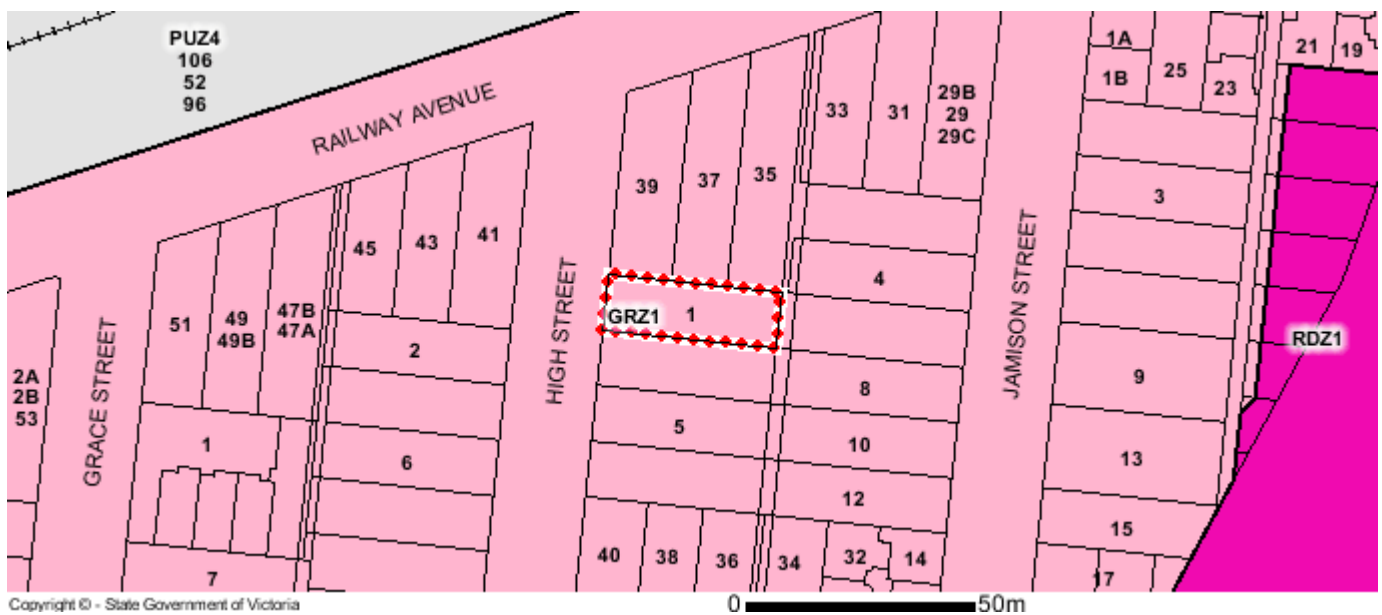
## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **ALTONA**

## Planning Zones

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

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



Copyright © - State Government of Victoria

GRZ - General Residential
  PUZ4 - Public Use - Transport
  RDZ1 - Road - Category 1

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

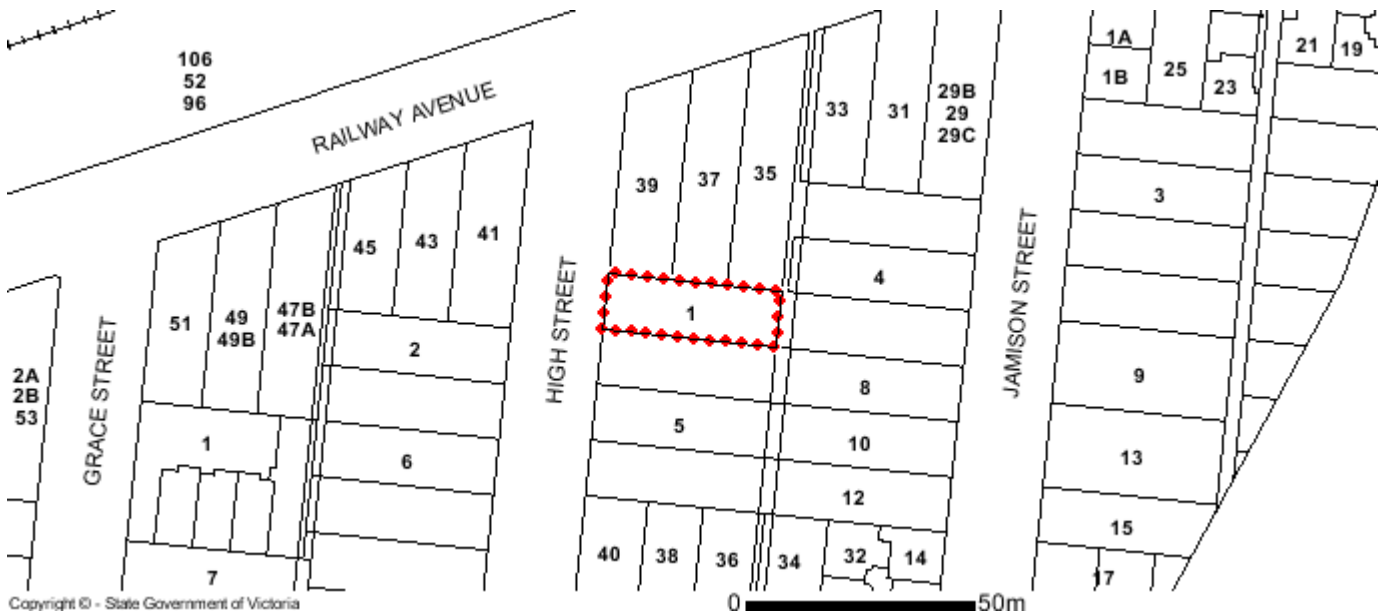
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlay

None affecting this land



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 29 July 2021.

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>

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

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

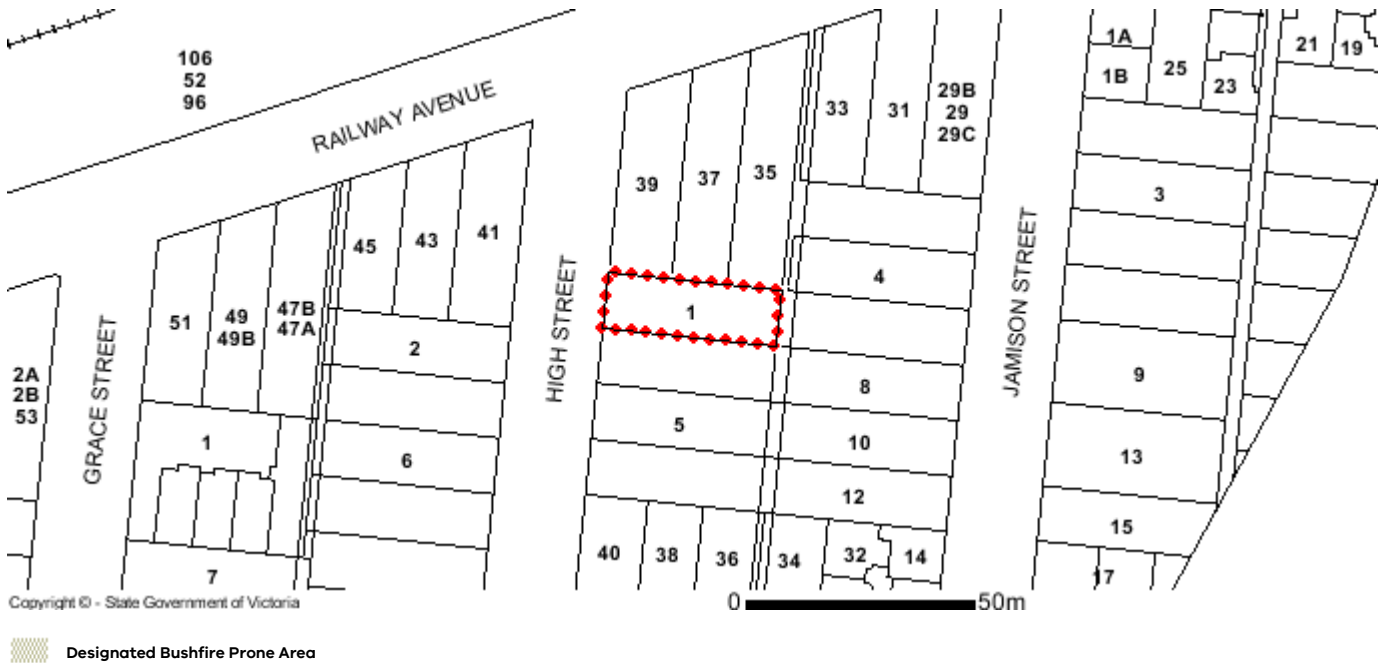
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Designated Bushfire Prone Area

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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

# Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 04 August 2021 05:09 PM

**Address:** 1 HIGH STREET LAVERTON 3028

**Lot and Plan Number:** Lot 22 Block C LP1206

**Standard Parcel Identifier (SPI):** 22~C\LP1206

**Local Government (Council):** HOBSONS BAY **Council Property Number:** 5406000010

**Directory Reference:** Melway 53 E10

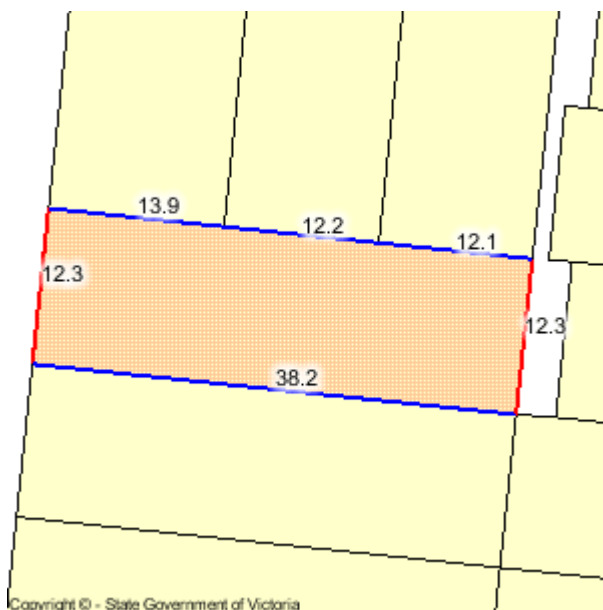
**This property is not in a designated bushfire prone area.**

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

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

## Site Dimensions

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



**Area:** 469 sq. m

**Perimeter:** 101 m

For this property:

— Site boundaries

— Road frontages

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

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

## State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** ALTONA

## Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** None

Planning scheme data last updated on 29 July 2021.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

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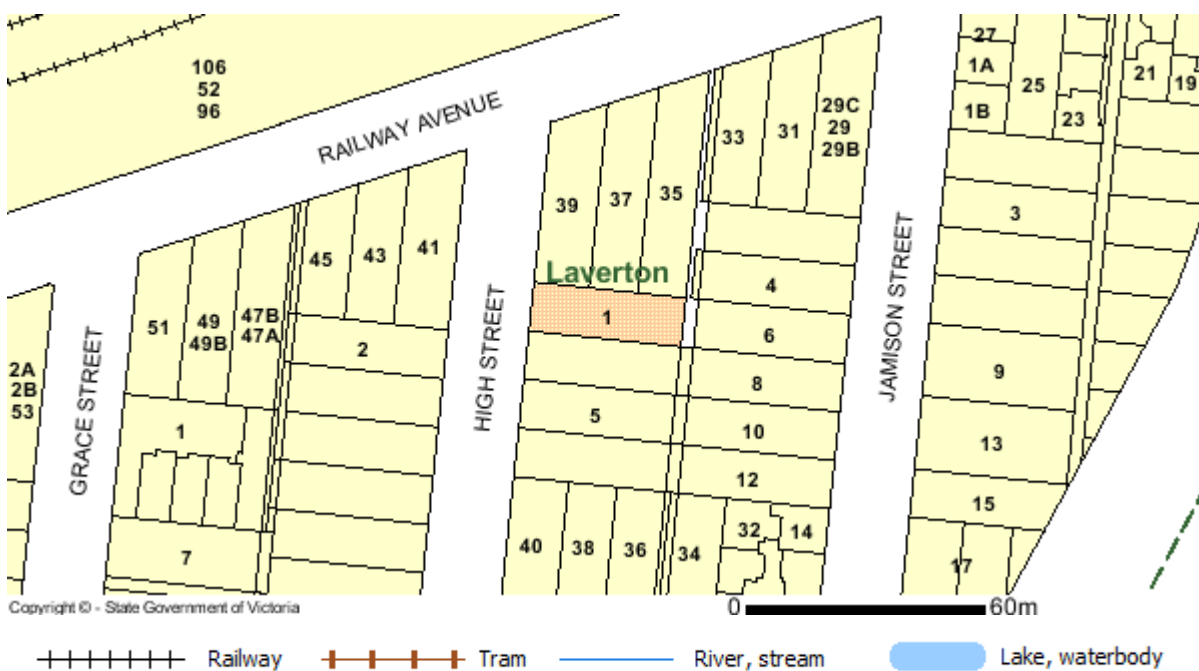
The Planning Property Report includes separate maps of zones and overlays

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

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## Area Map



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## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 04 August 2021 05:09 PM

**Address:** 3 HIGH STREET LAVERTON 3028

**Lot and Plan Number:** Lot 21 Block C LP1206

**Standard Parcel Identifier (SPI):** 21~C\LP1206

**Local Government (Council):** HOBSONS BAY **Council Property Number:** 5406000030

**Directory Reference:** Melway 53 E10

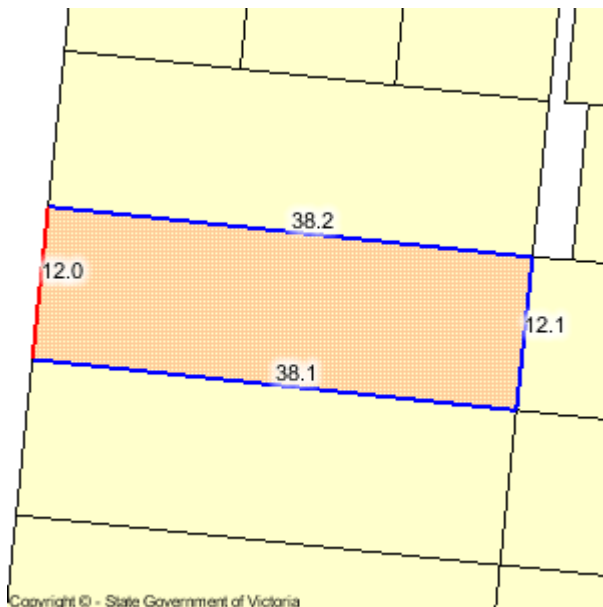
**This property is not in a designated bushfire prone area.**

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

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

### Site Dimensions

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



**Area:** 460 sq. m

**Perimeter:** 100 m

For this property:

— Site boundaries

— Road frontages

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

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

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** ALTONA

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** None

Planning scheme data last updated on 29 July 2021.

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## Area Map



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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 04 August 2021 05:09 PM

## PROPERTY DETAILS

Address: **3 HIGH STREET LAVERTON 3028**  
 Lot and Plan Number: **Lot 21 Block C LP1206**  
 Standard Parcel Identifier (SPI): **21-C\LP1206**  
 Local Government Area (Council): **HOBSONS BAY**  
 Council Property Number: **5406000030**  
 Planning Scheme: **Hobsons Bay**  
 Directory Reference: **Melway 53 E10**

[www.hobsonsbay.vic.gov.au](http://www.hobsonsbay.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay](http://planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **City West Water**  
 Melbourne Water: **inside drainage boundary**  
 Power Distributor: **POWERCOR**

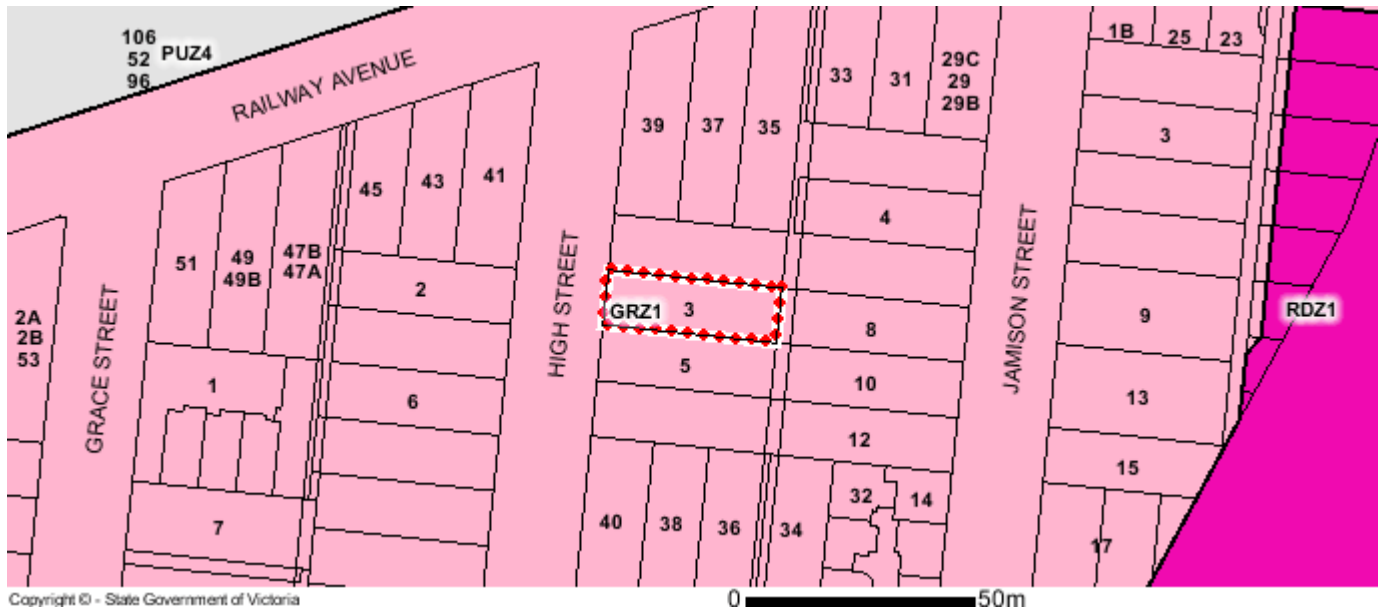
## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **ALTONA**

## Planning Zones

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

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



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GRZ - General Residential
  PUZ4 - Public Use - Transport
  RDZ1 - Road - Category 1

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

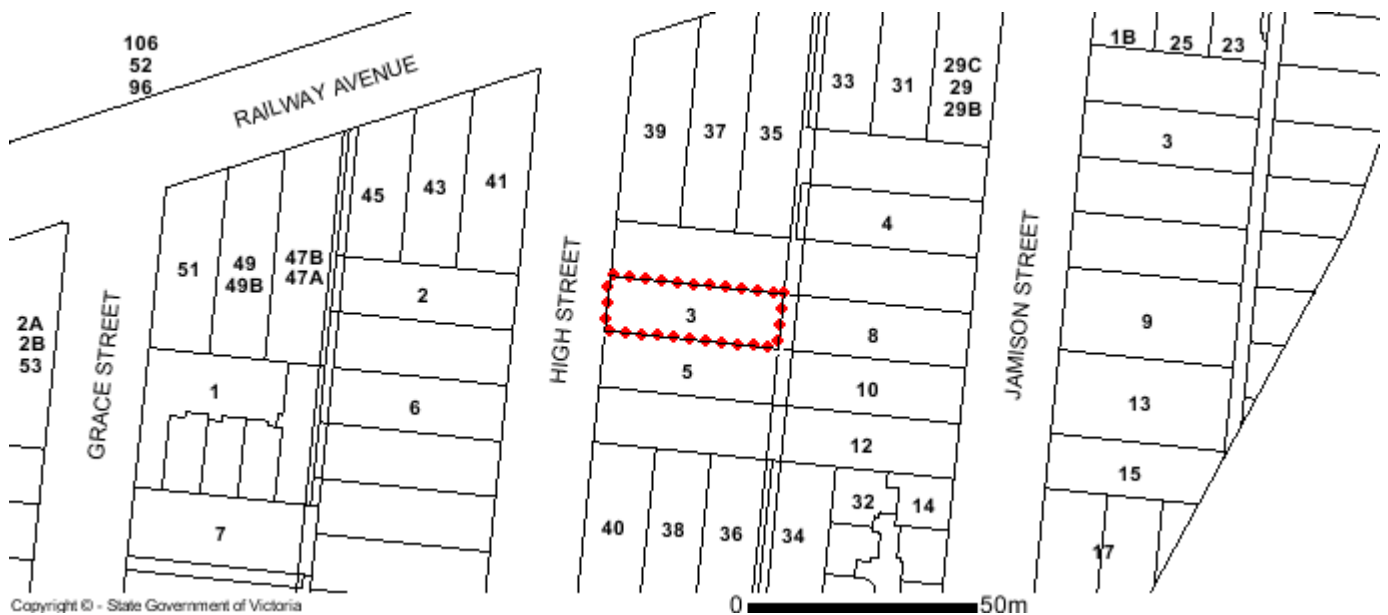
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## Planning Overlay

None affecting this land



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 29 July 2021.

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>

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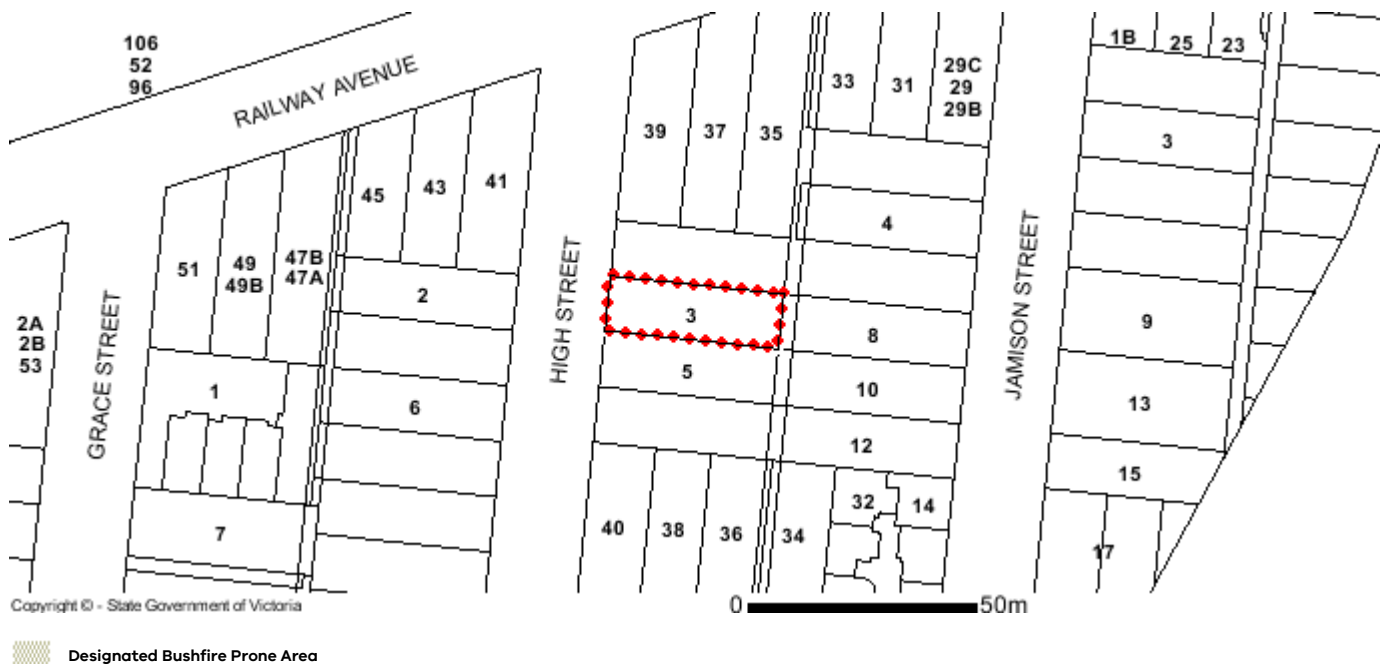
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For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Area

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

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## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 04 August 2021 05:10 PM

**Address:** 5 HIGH STREET LAVERTON 3028

**Lot and Plan Number:** Lot 20 Block C LP1206

**Standard Parcel Identifier (SPI):** 20~C\LP1206

**Local Government (Council):** HOBSONS BAY **Council Property Number:** 5406000050

**Directory Reference:** Melway 53 E10

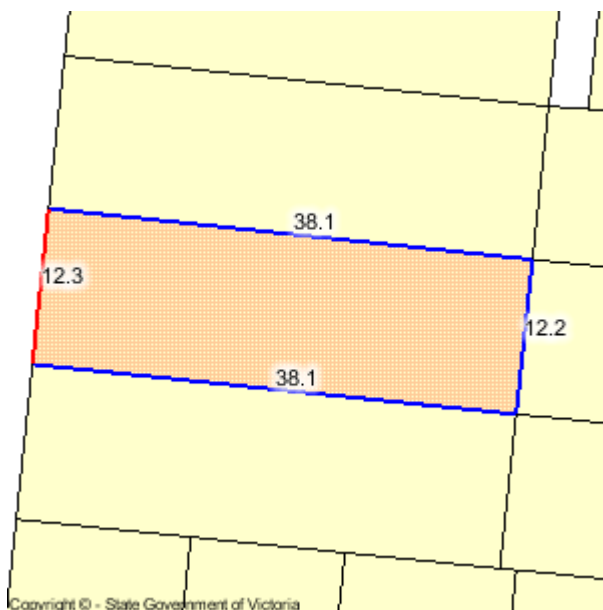
**This property is not in a designated bushfire prone area.**

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

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

### Site Dimensions

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



**Area:** 466 sq. m

**Perimeter:** 101 m

For this property:

— Site boundaries

— Road frontages

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

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

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** ALTONA

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** None

Planning scheme data last updated on 29 July 2021.

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## Area Map



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From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 04 August 2021 05:10 PM

## PROPERTY DETAILS

Address: **5 HIGH STREET LAVERTON 3028**  
 Lot and Plan Number: **Lot 20 Block C LP1206**  
 Standard Parcel Identifier (SPI): **20-C\LP1206**  
 Local Government Area (Council): **HOBSONS BAY**  
 Council Property Number: **5406000050**  
 Planning Scheme: **Hobsons Bay**  
 Directory Reference: **Melway 53 E10**

[www.hobsonsbay.vic.gov.au](http://www.hobsonsbay.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay](http://planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay)

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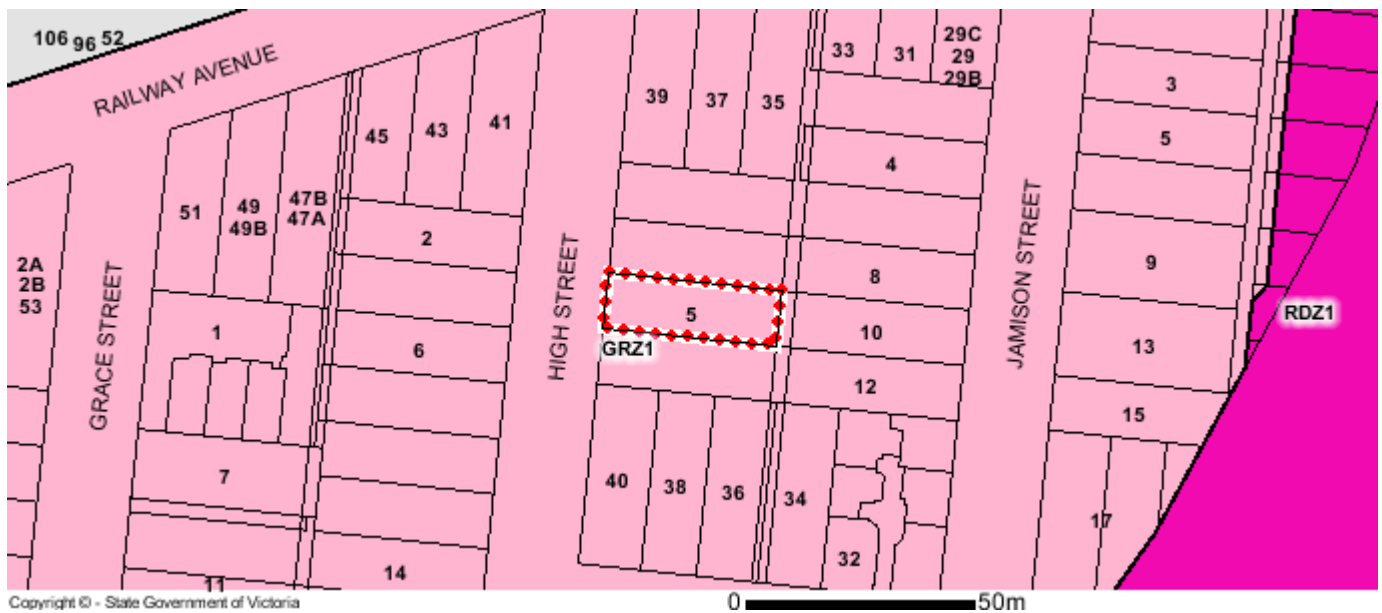
## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **ALTONA**

## Planning Zones

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

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



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GRZ - General Residential
  PUZ4 - Public Use - Transport
  RDZ1 - Road - Category 1

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

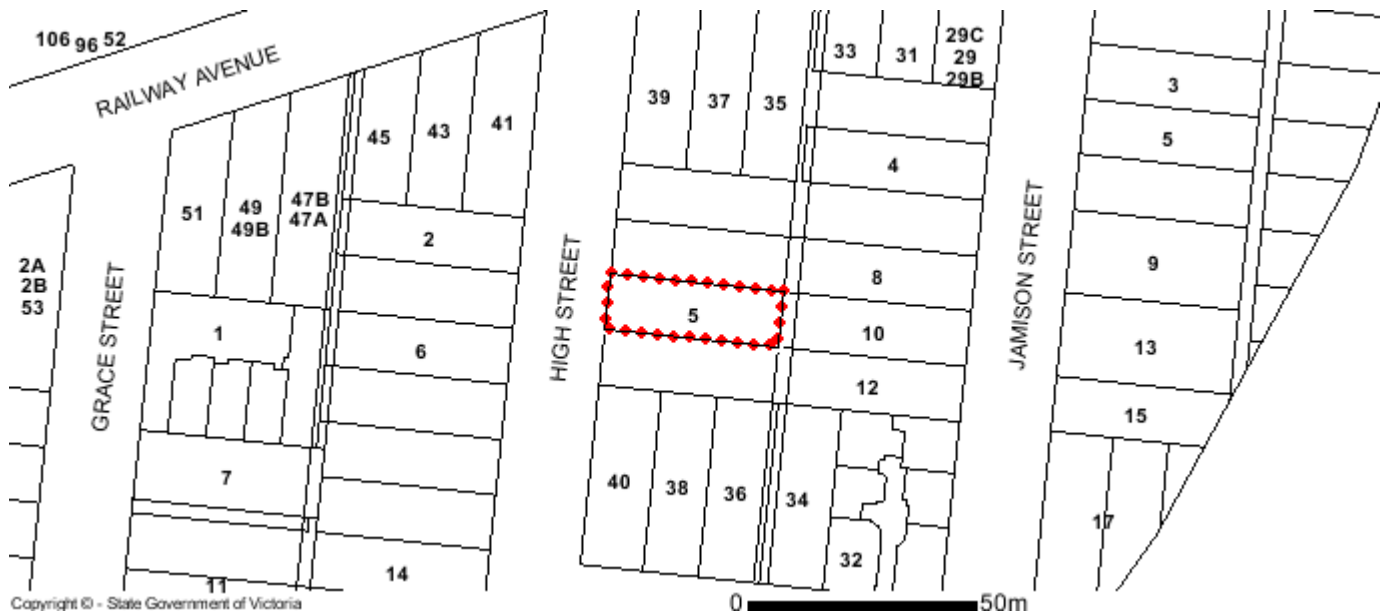
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## Planning Overlay

None affecting this land



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 29 July 2021.

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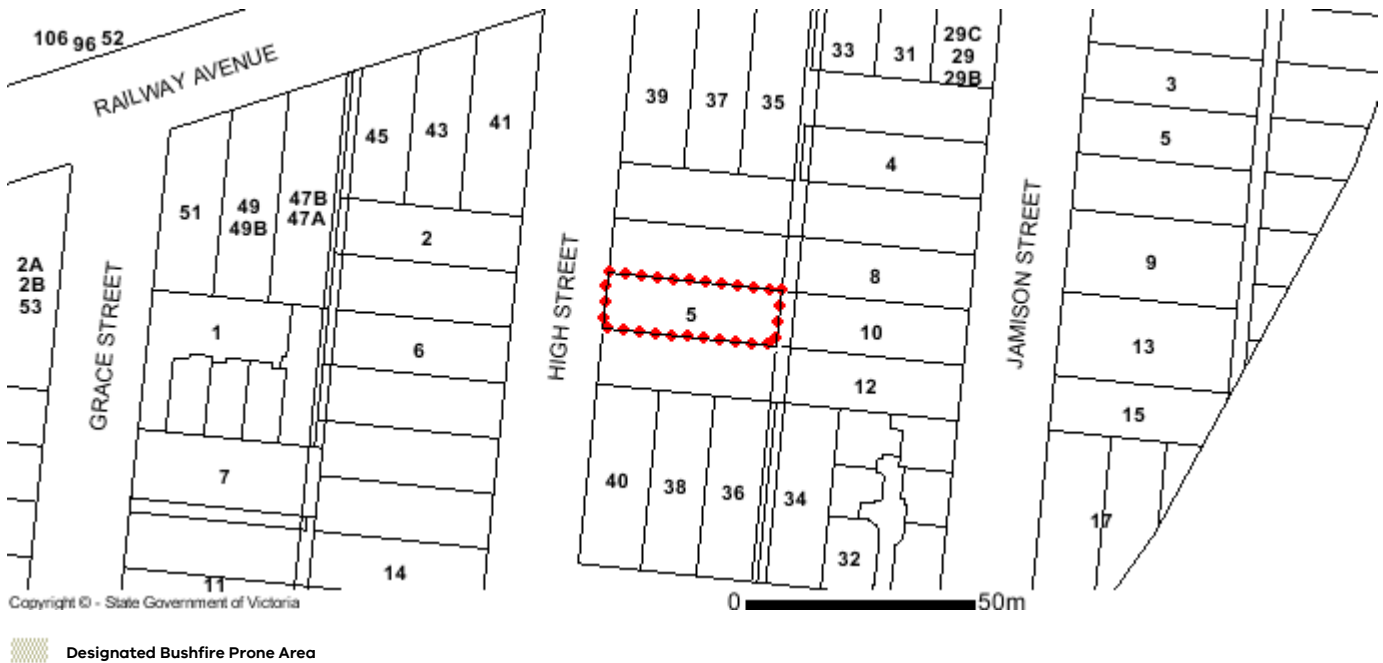
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## Property Report

from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 04 August 2021 05:10 PM

**Address:** 7 HIGH STREET LAVERTON 3028

**Lot and Plan Number:** Lot 19 Block C LP1206

**Standard Parcel Identifier (SPI):** 19~C\LP1206

**Local Government (Council):** HOBSONS BAY **Council Property Number:** 5406000070

**Directory Reference:** Melway 53 E10

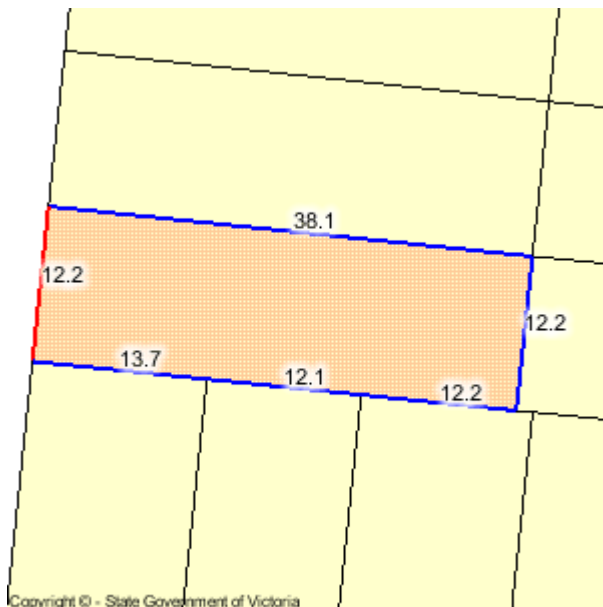
**This property is not in a designated bushfire prone area.**

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### Site Dimensions

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



**Area:** 464 sq. m

**Perimeter:** 101 m

For this property:

— Site boundaries

— Road frontages

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

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

### State Electorates

**Legislative Council:** WESTERN METROPOLITAN

**Legislative Assembly:** ALTONA

### Utilities

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**Melbourne Water Retailer:** City West Water

**Melbourne Water:** inside drainage boundary

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

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## Planning Zone Summary

**Planning Zone:** GENERAL RESIDENTIAL ZONE (GRZ)  
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

**Planning Overlay:** None

Planning scheme data last updated on 29 July 2021.

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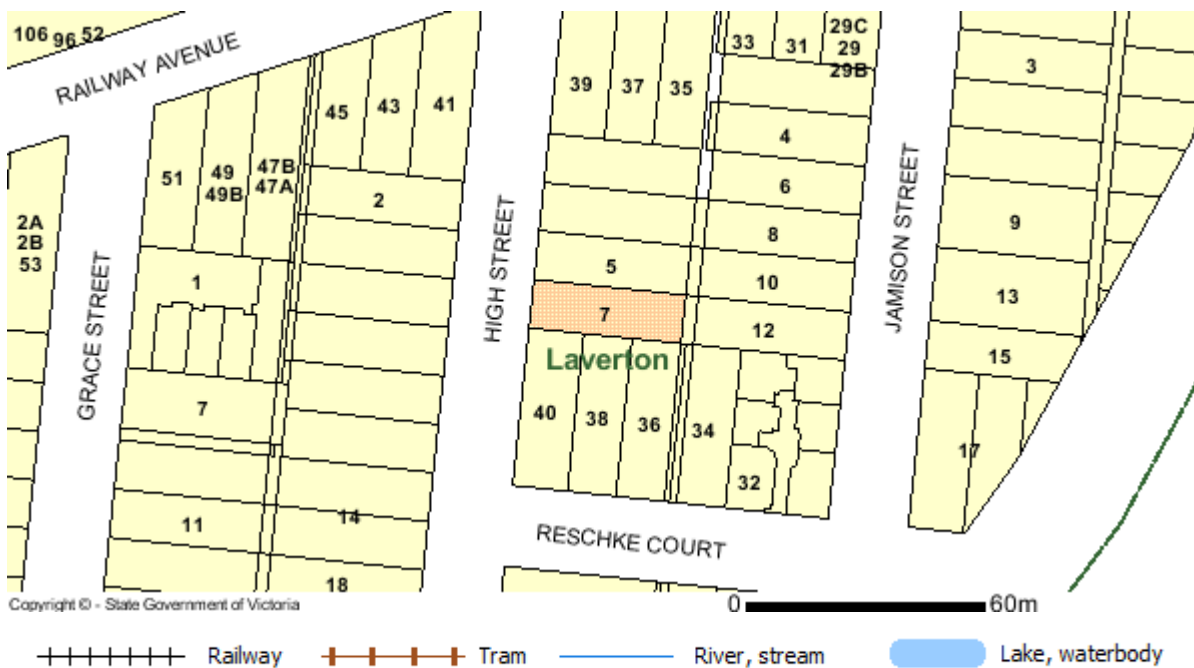
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## Area Map



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## PROPERTY DETAILS

Address: **7 HIGH STREET LAVERTON 3028**  
 Lot and Plan Number: **Lot 19 Block C LP1206**  
 Standard Parcel Identifier (SPI): **19-C\LP1206**  
 Local Government Area (Council): **HOBSONS BAY**  
 Council Property Number: **5406000070**  
 Planning Scheme: **Hobsons Bay**  
 Directory Reference: **Melway 53 E10**

[www.hobsonsbay.vic.gov.au](http://www.hobsonsbay.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay](http://planning-schemes.delwp.vic.gov.au/schemes/hobsonsbay)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **City West Water**  
 Melbourne Water: **inside drainage boundary**  
 Power Distributor: **POWERCOR**

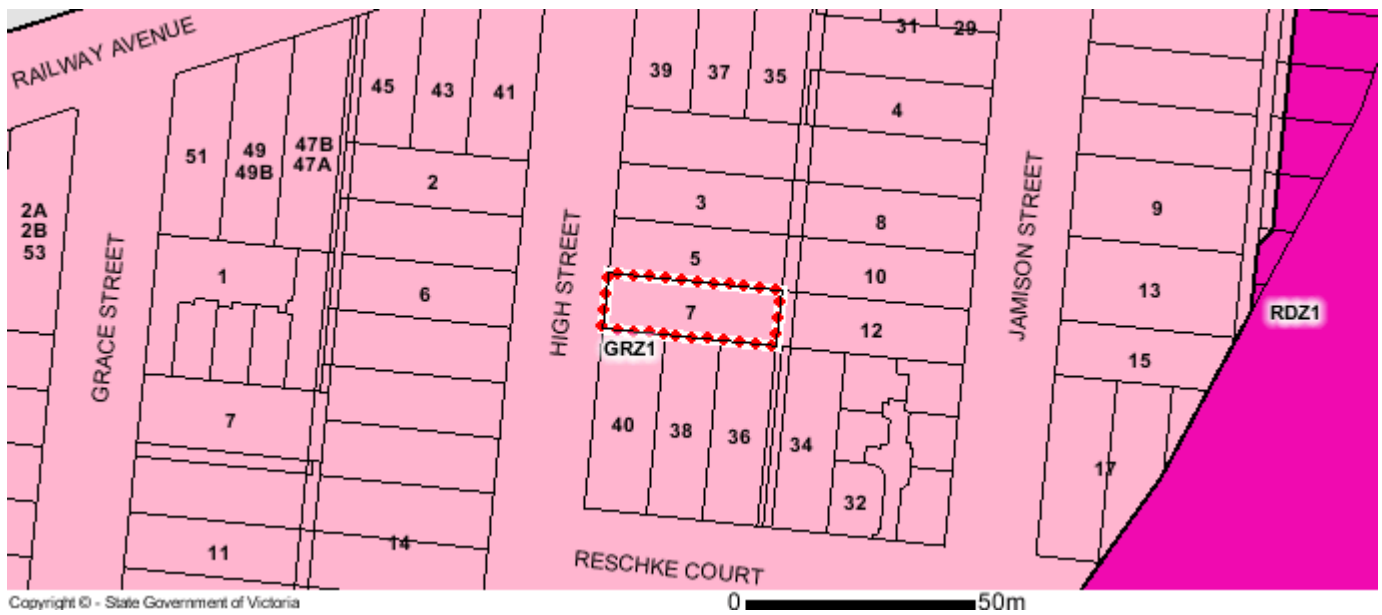
## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **ALTONA**

## Planning Zones

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

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



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GRZ - General Residential
  PUZ4 - Public Use - Transport
  RDZ1 - Road - Category 1

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

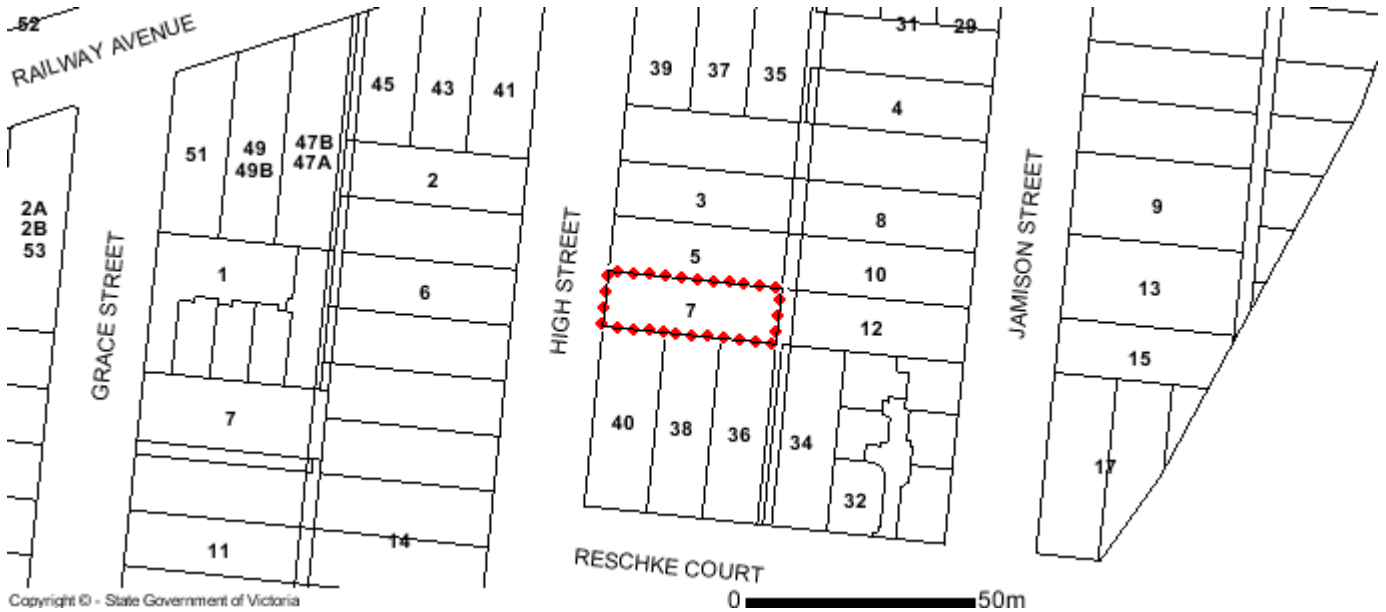
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Planning Overlay

None affecting this land



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 29 July 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

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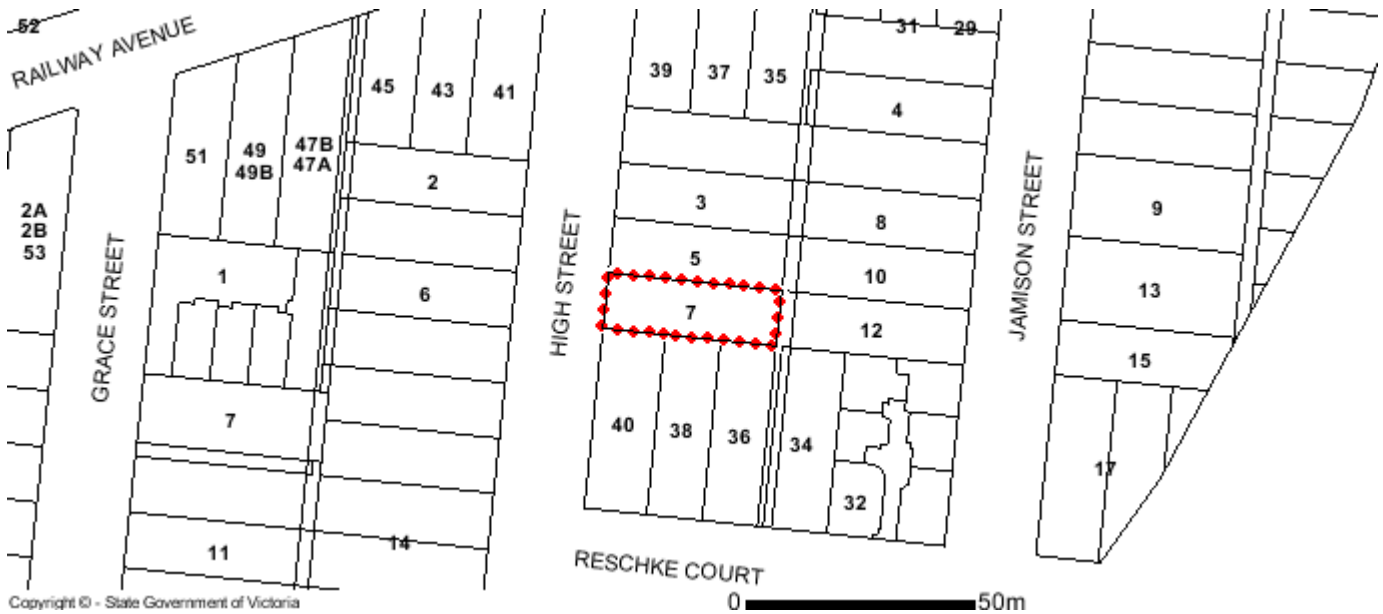
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Designated Bushfire Prone Area

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



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 Designated Bushfire Prone Area

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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

### Do you know the exact boundary of the property?

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

## Planning controls

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

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

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

### Are there any proposed or granted planning permits?

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

### Are any recent building or renovation works covered by insurance?

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

## Utilities and essential services

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

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

## Buyers' rights

### Do you know your rights when buying a property?

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

(04/10/2016)

1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto BETWEEN the LANDLORD whose name and address is specified in item 2 in the schedule whose AGENT is specified in item 3 in the Schedule and the TENANT whose name and address is specified in item 4 in the Schedule.

**PREMISES AND RENT**

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the TENANT to the party specified in item 8 in the Schedule.

**BOND**

The TENANT shall pay a BOND of the amount specified in item 9 of the Schedule to the LANDLORD/AGENT on receiving the keys for the property.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND

**FIXED TERM TENANCY**

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

OR

**PERIODIC TENANCY**

This Agreement shall commence in the date specified in item 13 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

2. **CONDITION OF THE PREMISES**

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

3. **DAMAGE TO THE PREMISES**

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

4. **CLEANLINESS OF THE PREMISES**

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

5. **USE OF PREMISES**

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

6. **QUIET ENJOYMENT**

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. **ASSIGNMENT OR SUB-LETTING**

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

8. **RESIDENTIAL TENANCIES ACT, 1997**

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



## ADDITIONAL TERMS

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

## COMMENCING THE TENANCY

9. The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services. It is the LANDLORD'S responsibility to pay for the initial connection charges of these services but not for any connection costs of the telephone service when this service has previously been connected to the premises.
10. The TENANT acknowledges that the LANDLORD'S insurance policy does not provide cover for the TENANT'S possessions. *Note - It is strongly recommended that the TENANT take out contents insurance to adequately cover their possessions.*
11. The TENANT shall only use the premises for residential purposes unless the written consent of the LANDLORD is given to the contrary and shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
12. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or the Agent in relation to the suitability of the premises for the TENANT'S purposes otherwise than as provided herein.
13. The TENANT acknowledges that no promises, representations or warranties have been given by the LANDLORD or the AGENT in relation to any further renewal of this Agreement other than as specified in Item 11 of the attached Schedule.
14. The TENANT acknowledges that the LANDLORD may require possession of the premises at the termination of this Agreement and may issue a Notice to that effect prior to the expiry of this Tenancy Agreement.
15. The TENANT acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement and that any change of occupant(s) must be immediately notified to the AGENT in writing in accordance with Condition 7 and a Bond Transfer form completed in accordance with the Residential Tenancies Act 1997. A fee shall be charged by the AGENT to the TENANT for the transfer of TENANTS.
16. The TENANT acknowledges that whilst all due care has been taken by the LANDLORD and the AGENT to ensure that all keys held by previous occupiers of the property have been returned, to ensure total security it is the LANDLORD and the AGENT'S recommendation that the barrels to all locks are changed at the TENANT'S expense.
17. The TENANT agrees that the premises will be the place of residence for **2 Adults**. If a change of circumstance or living arrangements change, please advise the office in writing.
18. NO PETS are to be kept on the premises without written consent from the AGENT/ LANDLORD.
19. The TENANT acknowledges that all care must be taken to avoid damage to any floorboards and protective cushions should be placed under all furniture in this instance. Minimal chemicals and water to be used when washing any floorboards. Steam Cleaners should be avoided.

## DURING THE TENANCY

20. The LANDLORD acknowledges the TENANT'S right to change the locks on the premises providing a duplicate key is supplied to the AGENT. The LANDLORD also acknowledges the TENANT'S right to change the alarm code on the premises providing the AGENT is immediately advised of the new alarm code.
21. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. (An example of this could be the storage of flammable liquids or the use of kerosene or oil burning heaters in the premises.)
22. The TENANT shall notify the AGENT immediately upon becoming aware of any damage to or defects in the premises.
23. The TENANT or anyone on the premises with the consent of the TENANT shall ensure that care is taken to avoid damaging the rented premises.

24. The TENANT/S hereby agree/s to give immediate notice of any blockages or defects in drains, water services or sanitary systems. At no time should any item that could cause a blockage including feminine hygiene products, disposable nappies or excessive amounts of toilet paper be flushed down the sewerage, septic, storm water or drainage systems. The TENANT is responsible to pay all costs, charges and expenses that may be incurred in rectifying defects or blockages caused by the TENANT/S misuse or neglect.
25. The TENANT shall not paint or affix any sign or any antenna or cabling onto the premises or affix any nail, screw, fastening or adhesive to the interior or exterior of the premises without the prior written consent of the LANDLORD.
26. The TENANT shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the local Municipal Authority. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection and returned to its allotted place in accordance with local Municipal Authority by-laws.
27. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
28. The TENANT shall allow the LANDLORD or the AGENT to put on the premises a notice or notices 'To Let' during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or the AGENT to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement.
29. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the LANDLORD may increase the rent not more than twice a year with at least a six month interval. Rent will be increased by giving the tenant at least 60 days notice of the increase in writing.
30. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.
31. The TENANT shall, at the TENANT'S expense, replace with a similar type all lighting tubes, globes and down lights to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.
32. The TENANT agrees to park only in that car-space, carport or garage allocated to this tenancy and not park or caused to be parked in any manner which will cause inconvenience to any other resident. Parking allocated is for registered vehicles only and no abandoned, disused, un-roadworthy or unregistered vehicles will be allowed on the rented premises.
33. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the rented premises, including common property.
34. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in relation to the use, occupation and enjoyment of the premises and the Common Property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for provision, be payable by the LANDLORD. The Standard Rules of the Subdivision (Body Corporate) regulations, if not amended, apply to all Bodies Corporate.
35. The TENANT must check each smoke detector in the premises on a regular basis to ensure they are fully operational, to replace the battery with a battery of a similar type in each smoke detector as required; and to immediately notify the AGENT of any faulty smoke detector. *Note - these checks are to ensure the safety of the TENANT and the security of the premises.*
36. The TENANT hereby agrees to full and regularly maintain the garden area, including pruning of trees and shrubs in a neat and tidy condition at all times, including weeding of the garden beds as necessary, removing any garden waste, mowing and edging the lawns on a regular basis and watering the garden areas in compliance with any water restrictions that may be in force.
37. The TENANT hereby agrees to pay all rental payments on time. Part payments are unacceptable. The TENANT is responsible for the replacement of deposit books and rent cards. Any costs incurred by the AGENT to retrieve rental arrears shall be met by the TENANT.
38. Smoking is NOT permitted inside the rented premises. The tenants hereby agree to refrain from smoking inside the premises this includes the tenants or any third party at the property, smoking must be outside only.

**ENDING THE TENANCY**

- 39. If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the AGENT written notice of the TENANT'S intention to vacate the premises 28 days prior to the expiration of this Agreement.
- 40. If the TENANT remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement, the TENANT must give written notice of the TENANT'S intention to vacate the premises specifying a termination date that is not earlier than 28 days after the day on which the TENANT gives notice to the AGENT.
- 41. The TENANT acknowledges that it is the TENANT'S responsibility upon the termination of the Agreement to deliver the keys to the premises to the AGENT'S office and to continue paying rent until such time as the keys are received by the AGENT.
- 42. The TENANT acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the TENANT shall not refuse to pay rent on the ground that the tenant intends to regard as rent paid by the TENANT, the Bond or any part of the Bond paid in respect of the Premises. The TENANT acknowledges that failure to abide by this section of the Act render the TENANT liable to a penalty of \$1,000.
- 43. The TENANT agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment at the termination of the tenancy, reinstating the premises or the land on which it is situated to the condition which existed at the commencement of the tenancy.
- 44. The TENANT agrees to professionally Dry or Steam clean the carpets upon vacating the property and to provide the AGENT with a receipt for the work where:
  - 1/ the carpets have been cleaned immediately prior to their tenancy; or
  - 2/ if the carpets have been additionally soiled as defined by the Condition Report provided at the beginning of the tenancy. If the carpets require cleaning at the end of the tenancy, the TENANT agrees to have them cleaned by a professional cleaning company. *Note -This is required as Supermarket hire machines have, in many instances, been the cause of damaged carpets for which the TENANT has been held responsible.*
- 45. The TENANT is hereby responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith charges where keys are lost or mislaid.
- 46. The TENANT hereby agrees that should they choose to vacate while under a lease, they will be fully liable to continue paying the rent until the premises is re-let or the lease expires, whichever comes first. The tenant is also liable reimburse the LANDLORD for all re-letting costs and advertising, which is equivalent to TWO WEEKS RENT PLUS GST.

I/We hereby acknowledge that I/we have read and understood all the above clauses.

TENANT/S \_\_\_\_\_ *[Handwritten signature]*

WITNESS \_\_\_\_\_ *[Handwritten signature]*

LANDLORD/S \_\_\_\_\_ *[Handwritten signature]*

WITNESS \_\_\_\_\_ *[Handwritten signature]*

**SCHEDULE**

- Item 1: DATE OF AGREEMENT: Friday, 6 May 2016
- Item 2: LANDLORD: Active Housing Pty Ltd  
C/- Sweeney incorporating Peter Jordan A.B.N. 32 163 332 732  
82 Pier Street, Altona Vic 3018
- Item 3: AGENT: Sweeney incorporating Peter Jordan A.B.N. 32 163 332 732  
82 Pier Street, Altona Vic 3018  
Telephone: (03) 9398 3777 Facsimile: (03) 9398 3788  
Email: [altona@sweeneyea.com.au](mailto:altona@sweeneyea.com.au)
- Item 4: TENANT: Kathy Lauria & Stanley Le Hau
- Item 5: PREMISES: 1 High Street, Laverton
- Item 6: RENTAL: \$1,452.00 per month, due on the 3<sup>rd</sup> day of every month.
- Item 7: COMMENCING ON: 03/05/2016
- Item 8: RENTAL PAYMENTS: To Sweeney incorporating Peter Jordan.  
Payment via internet banking to  
Bendigo Bank Altona  
BSB: 633 000 Account: 155 964 877 Ref code: property address
- Item 9: \$1,452.00 paid to Sweeney Estate Agents and sent to RTBA  
Where there is more than one Tenant the amounts they each contribute are listed here:  
Name: \_\_\_\_\_ Amount \_\_\_\_\_  
Name: \_\_\_\_\_ Amount \_\_\_\_\_
- Item 10: URGENT REPAIRS: The Landlord authorizes the Agent to undertake urgent repairs in accordance with the Residential Tenancies Act 1997 up to \$1,800 (Inc GST).  
Property Management Department: 03 9398 3777 or via email at [altona@sweeneyea.com.au](mailto:altona@sweeneyea.com.au)

**FIXED TERM AGREEMENT**

- Item 11: TERM: PERIODIC
- Item 12: COMMENCEMENT DATE: 03/05/2016
- Item 13: TERMINATION DATE: 02/06/2016

SIGNED by the LANDLORD: \_\_\_\_\_

In the presence of (Witness): \_\_\_\_\_

SIGNED by the TENANT: \_\_\_\_\_

In the presence of (Witness): \_\_\_\_\_

The TENANT hereby acknowledges having received a copy of Renting – Your Rights and Responsibilities, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act, 1997.

SIGNED by the TENANT: \_\_\_\_\_

Lease a Property

# Residential Rental Agreement

**Signer/s:** Georgia Clift, Eamon K Gough, Marc Angelone for the landlord (Lease a Property)

---

THIS AGREEMENT is made on the date specified in the Schedule hereto between the LANDLORD whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the schedule and the TENANT whose name and address is specified in item 4 in the schedule.

## **PREMISES AND RENT**

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the schedule together with those items indicated in the schedule, for which the RENTAL shall be the amount specified in item 6 in the schedule of which the first instalment is payable on the date specified in item 7 of the schedule and payable by the TENANT to the party specified in item 8 in the schedule.

## **BOND**

The TENANT shall pay a BOND of the amount specified in item 9 of the schedule to the LANDLORD/AGENT on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND.

OR

## **FIXED TERM TENANCY**

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

OR

## **PERIODIC TENANCY**

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

### **1. CONDITION OF PREMISES**

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

### **2. DAMAGE TO THE PREMISES**

The TENANT shall make sure that care is taken to avoid damaging the premises.

The TENANT must take reasonable care to avoid damaging the premises and any common areas.

The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

### **3. CLEANLINESS OF THE PREMISES**

The LANDLORD shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises. The TENANT shall keep the premises in a reasonably clean condition during the period of Agreement.

### **4. USE OF PREMISES**

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

### **5. QUIET ENJOYMENT**

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of all premises.

### **6. ASSIGNMENT OR SUB-LETTING**

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

### **7. RESIDENTIAL TENANCIES ACT, 1997**

Both parties to this Agreement shall comply with the provisions of the Residential Tenancies Act, 1997 as they apply to each party.

( Please note that further reference should be made to the Residential Tenancies Act, 1997 for further rights and duties.)

### **ADDITIONAL TERMS**

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

- 8.** The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
- 9.** The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the TENANT shall pay the LANDLORD all increased premiums and all other expenses incurred as a consequence of any breach of this term.
- 10.** The TENANT agrees to pay the LANDLORD any excess amount charged, or any additional premium charged by the LANDLORD'S Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the TENANT, or by anyone on the premises with the consent of the TENANT.
- 11.** The TENANT hereby agrees to indemnify and keep indemnified the LANDLORD from and against all loss or damage occasioned to the premises or any part thereof caused by the neglect use, misuse, waste or abuse of water, gas, electricity, sewerage or other services to the premises or any of the pipes, mains, fittings or fixtures used in conjunction therewith by the TENANT or invitees of the TENANT and to pay or reimburse the LANDLORD for the cost of repairing all such damage caused or incurred as a consequence of such negligent use, misuse, waste or abuse by the tenant or tenants invitees.
- 12.** The TENANT shall notify the LANDLORD or AGENT immediately upon becoming aware of any defects in the premises or any other matter, which may give rise to a liability pursuant to the Occupiers Liability Act, 1983.
- 13.** The TENANT shall indemnify the LANDLORD against liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANT, or the TENANT'S servants, agents and/or invitees.

14. The TENANT shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT.
15. The TENANT is not permitted to use "Blu-Tac" or sticky tape substances to hang or place pictures on walls in such a way as to cause damage – removal usually causes damage to paintwork. If you wish to put in a few picture hooks please first check with your property manager for permission or you may be liable to have them removed at the end of your tenancy.
16. The TENANT shall not use the premises for any purposes without written consent of the LANDLORD.
17. The TENANT shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
- 17. ANIMAL CLAUSE** –The landlord hereby allows the tenant to keep \_ on the premises provided that any damage caused by the animal must be reported within 7 days. The tenant will take full responsibility for any damage caused and undertake to have carpets steam cleaned and the premises fumigated should it be deemed necessary by the landlord or agent at the expiration of the lease or termination of the tenancy. The tenant also agrees to replace carpet or drapes if damaged beyond repair.
18. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
19. The TENANT shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of similar kind.
20. The TENANT shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
21. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice or notices to "let" during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices 'for sale' or 'auction' at anytime during the term of this Agreement and permit access to the premises by the LANDLORD or his agent to present the property to prospective purchasers or TENANTS upon 24 hours' notice or by Agreement with the TENANT and the LANDLORD or the LANDLORD'S AGENT.
23. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANT'S purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
24. No consent or waiver of any breach by the TENANT of the TENANT'S obligation under the Residential Tenancies Act 1997 shall prevent the LANDLORD from subsequently enforcing any of the provisions of this Agreement.
25. The TENANT agrees to observe and be bound by the Articles of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or effect the use, occupation and enjoyment of the premises and the common property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the LANDLORD. The standard Rules of the Sub – Division (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate. The TENANT hereby agrees to abide by the rules set out in the Strata Titles Act 1967 and any additional rules made by the Body Corporate in force.
26. In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, the LANDLORD may from time to time and at anytime, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the TENANT the prescribed notice required by the Residential Tenancies Act, 1997 of the increase.
27. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.
28. The TENANT shall at the TENANT'S expense replace all lighting tubes and globes to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.
29. The TENANT agrees to maintain the garden area, to water trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.

**30.** If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the LANDLORD or AGENT written notice of the TENANTS intention to vacate 28 days prior to the expiration of the Agreement. If the TENANT remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the TENANT must give written notice of the TENANTS intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT gives notice.

**31.** The TENANT acknowledges the pursuant to Section 428 of the Residential Tenancies Act, 1997, the TENANT shall not refuse to pay rent on the ground that the TENANT intends to regard as rent paid by the TENANT, the BOND or any part of the BOND paid in respect of the premises. The TENANT acknowledges that the Residential Tenancies Act 1997 provides a penalty of **(MAY BE FINED)** 10 penalty units (\$1000) if the Tenant refuses to pay rent on "the ground that the Tenant intends to regard as rent paid by the TENANT the bond or any part of the bond paid in respect of the rented premises

**32.** The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The TENANT also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the PREMISES or the land or common property on which it is situated to their original condition forthwith.

**33. The TENANT must:**

(a) Check each smoke detector in the PREMISES weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the tenant and the security of the PREMISES.

(b) Replace the battery in each smoke detector on or about **1st January each year** (or earlier if this becomes necessary).

(c) Immediately notify the LANDLORD/AGENT of any faulty smoke detector (and confirm this advice to the LANDLORD/AGENT in writing on the same day).

**34. RUBBISH BINS TO BE KEPT CLEAN - The TENANT** acknowledges and clearly understands that it is the responsibility of the TENANT to place all household rubbish in plastic garbage bags and place the sealed garbage bag in the wheeled rubbish bin provided. The TENANT acknowledges and agrees to place the wheeled rubbish bin on the front nature strip each week on the evening before Council collects rubbish and returned to its allocated place.

If not already supplied by the local council, the TENANT agrees to supply garbage bins for his/her use during the tenancy and acknowledge that garbage is to be placed in bins and not in plastic garbage bags for collection.

**35. PRIOR TERMINATION OF LEASE**

Should the TENANT find it necessary to vacate the premises prior to the expiry date of the lease he/she will:

(a) Immediately inform their property manager of their desire to do so and ask them to find an acceptable person/persons willing to lease the property.

(b) Reimburse the LANDLORD a letting fee, being 3% of the annual rent, any loss of rent incurred and pay all reasonable advertising costs incurred in obtaining a new tenant.

(c) Continue maintaining the said premises and pay rental in accordance with the lease until the commencement of the following tenancy.

(d) Leave the premises in a clean and undamaged state.

(e) The property is let subject to the LANDLORD'S approval and to the present occupant giving up possession.

**36.** The TENANT agrees to pay for all glass broken or cracked during the tenancy.

**37.** The TENANT agrees to refrain from placing and watering pot plants on the carpets as any subsequent damage must be rectified and can often be costly.

**38.** The TENANT agrees to refrain from ironing on the floor as any subsequent burns to floor coverings must be



rectified

at the TENANT'S expense.

**39.** If a tradesperson is required to attend the property to attend to maintenance the TENANT agrees to provide access either personally or through arrangements with our office, (this appointment will be scheduled between 8am and 6pm Monday to Friday) if the TENANT fails to keep the appointment time, the TENANT will pay the service call to the tradesperson.

**40.** If a tradesperson carries out any repair work that has been caused by the TENANT negligence then cost of such repair will be paid by the TENANT.

**41.** The TENANT acknowledges that all correspondence received at the property which does not relate to you being the TENANT, is forwarded promptly to us the AGENT for our attention. The TENANT acknowledges that it is their responsible to redirect his/her mail at the end of the Tenancy

#### **42. KEYS**

The TENANT acknowledges having received from the LANDLORD/AGENT keys to the premises. In the event of the TENANT requiring entry due to a lost key or the like IT SHALL BE THE LESSEE'S RESPONSIBILITY TO MAKE ALL NECESSARY ARRANGEMENTS AND TO PAY ALL COSTS INCURRED IN GAINING RE-ENTRY. For assistance after hours it is suggested a locksmith be contacted (refer Yellow Pages Directory).

The TENANT hereby agrees to return all keys belonging to the premises to the office of **Lease a Property located at 2/140 Victoria Street Seddon** by the end of business hours on the day of vacation and shall continue to pay rental pursuant to the agreement until the keys are returned. It will remain the TENANT'S responsibility upon the termination of the agreement to deliver the keys to the AGENT'S office and to continue paying rent until such time as the keys are delivered to the office of **Lease a Property located at 2/140 Victoria Street Seddon**

The LANDLORD acknowledges the TENANTS right to change the locks at the rental property provided a duplicate key is given to the LANDLORD or his agent.

The TENANT acknowledges that whilst all due care and attention has been taken, the LANDLORD cannot guarantee that all keys to the property were returned by previous occupants.

**To ensure total security, it is our recommendation that the barrels in all locks be replaced at the cost of the TENANT.**

**43.** The TENANT agrees to have the **property professionally cleaned throughout** upon vacating and to provide a receipt for the same, provided that the property was **professionally cleaned** prior to the tenancy.

#### **44. CONTENTS INSURANCE**

It is **NOT YOUR LANDLORDS responsibility to insure your possessions.** To protect yourself against burglary, theft, fire, water, accidental damage etc. We recommend seeking advice from an insurance company.

**45.** The TENANT shall have the right in common with other occupiers of the building to use the laundry and clothes drying facilities where provided, and shall at all times leave them in a clean and tidy condition.

#### **46. PARKING**

The Tenant hereby agrees to park in the area designated for his/her property, and not to park on the driveway or any grassed area (including the nature strip) or in any manner which will inconvenience any other resident. If there is no allocated parking for a vehicle, or a second vehicle, that vehicle must be parked on the street. All visitors must either park in a designated: visitors: area (if any) or on the street.

**47.** The TENANT hereby acknowledges having inspected the said premises prior to the commencement of this tenancy.

**48. HOUSEHOLD SOLID WASTE NOT TO BE PLACED IN SINKS, TOILET OR DRAINS** – The TENANT acknowledges and clearly understands that under no circumstances will he/she place any cooking oil, food or household waste of any type into a sink, toilet or drain due to the risk of blocking the sinks, toilet or drains. The TENANT accepts full responsibility and will pay for clearing any blocked pipes or other plumbing which result due to incorrect disposal of household waste and personal hygiene waste products other than natural causes or fair wear and tear.

49. Rental payments forwarded by mail in the form of cheques will be receipted, but receipts will not be sent unless accompanied by a stamped self-addressed envelope.

50. The TENANT hereby agrees **NOT** to place plants in pots on any carpeted area within the premises.

51. In the event where the TENANT'S personal cheque is returned by the bank for any reason, the tenant shall agree to pay ALL bank fees or charges brought about by their actions and that all future rental payments are to be made in CASH or BANK CHEQUE.

52. The TENANT hereby agrees NOT to leave appliances, which use water, operating when away from the property.

53. **BOND LODGEMENT.** The TENANT acknowledges that the bond paid under this tenancy agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the centralised Bond Authority.

54. **BOND REFUND.** The TENANT acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the centralised Bond Authority.

#### 55. **FIXED TERM TENANCY NOTICE**

The TENANT acknowledges the right of the LANDLORD under the Residential Tenancies Act 1997 to issue a notice that will terminate the Tenancy at the end of this fixed term agreement.

56. **SUB-LETTING - The TENANT** acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement and that any change in those occupying the premises must be immediately reported to the AGENT.

#### 57. **PREMISES CONDITION REPORT**

The TENANT acknowledges that the commencement of this tenancy the condition of the premises is accurately detailed in the Premises Condition Report - a copy of which he/she admits to having received at the commencement of this tenancy. Upon the termination of tenancy the tenant shall thoroughly clean the said premises, including walls and ceilings, all fixtures and fittings, furniture furnishings alike, shampooing carpets and shall repair any damage whatsoever suffered to the premises as a result of use by the TENANT and shall deliver up the premises in a like condition as stated in the Premises Condition Report herein before referred to (fair wear and tear expected).

The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after entering into occupation of the premises. If the condition Report is not returned, the copy held by the AGENT will be accepted as **conclusive evidence of the state of repair or general condition of the rented premises as at the commencement of this tenancy.**

58. **VACATING - The TENANT** shall allow the LANDLORD/AGENT access to the property during the 28 days notice period prior to vacating to allow any future potential tenants to view the property in which they are occupying. This is subject to the LANDLORD/AGENT giving 24 hours notice to the TENANT.

#### 59. **PRINCIPAL PLACE OF RESIDENCE**

Where the property was previously the landlord Principal Place Of Residence, The tenant/s acknowledge that immediately before the agreement was entered into, the rented premises were the landlord's principal place of residence; and the landlord may resume occupancy of the premises on termination of the tenancy agreement.

60. In the event of a swimming pool being at the said premises, the Tenants acknowledge that it shall be their responsibility to maintain the up keeping of the swimming pool during the tenancy, the TENANT or invitees of the TENANT to pay or reimburse the LANDLORD for the cost of repairing all such damage caused or incurred as a consequence of such negligent use, misuse, waste or abuse by the tenant or tenants invitees to the swimming pool other than fair wear and tear.

#### 61. **OPEN FIRE PLACE**

The Tenant acknowledges that the open fire place(s) are **not** to be used/lit throughout the term of the tenancy.

#### 62. **VERMIN/PESTS**

Mice, cockroaches, ants, rats etc are not attracted to vacant properties. The tenant acknowledges and accepts that

lack of cleanliness attracts pests and will make an effort to keep the premises in a clean and hygienic state to deter. It's the tenant's responsibility to utilise sprays, baits, traps etc or engage a pest controller at their expense.

### **63. WASHING MACHINES, DISHWASHERS, DISHWASHERS AND OTHER APPLIANCES LEFT UNATTENDED**

Damage, flooding etc. caused by dishwashers, washing machines or other appliances left operating whilst in attendance is the tenants liability. You cannot rely on machines not becoming faulty during operation and the landlord cannot be held responsible for lack of supervision.

### **64. GENERAL RESPONSIBILITIES**

During your tenancy you are responsible for the upkeep and maintenance of the property. This would include:- A. tending the garden B. replacing light globes C. ensuring condensation does not build up in problem areas (e.g. bathroom) D. advising managing agent of maintenance problems immediately. E. all rubbish must be placed in bins and recycle items in bin (otherwise Council won't collect it) and placed out for collection weekly. F. tenants to park in their designed car parking areas etc.

### **65. DEFENCE FORCES CLAUSE**

For service reasons or in the event of the TENANT being posted away from the area in the course of his/her employment (or accepting accommodation provided by the Australian Defence Force), it is hereby agreed and declared that the agreement hereby created can be terminated by the tenant giving to the LANDLORD or his/her agent one month's notice in writing of such termination. Immediately after expiration of the said notice this agreement and all rights, liabilities and obligations there under shall cease and be void without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant or condition herein contained. The amount of rent to be paid is to be calculated on a proportional basis up to the date on which the said notice expires.

### **66. APPLICATIONS FOR TENANCY AND MANAGEMENT OF PROPERTY PRIVACY ACT (COMMONWEALTH) 1988**

COLLECTION NOTICE - The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicant's identity and to process and evaluate the application and to manage the tenancy. The personal information collected about the Applicant may be disclosed, by use of the internet or otherwise, to other parties, including media organizations, the landlord, tradespeople, referees, solicitors, financial institutions, parties engaged to evaluate the property, bodies corporate, other agents, clients of the Agent both existing and potential, third party operators of tenancy reference databases, government and statutory bodies and other third parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of Victoria Ltd. (REIV) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIV can be viewed on its website, [www.reiv.com.au](http://www.reiv.com.au) and the privacy policy of realestateview can be viewed at [www.realestateview.com.au](http://www.realestateview.com.au) The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act. If the Applicant would like to access this information they can do so by contacting the Agent at the address and contact numbers contained in this Application or the REIV on (03) 9205 6666. The Applicant can also correct this information if it is inaccurate, incomplete or out of date.

### **67. Consent to electronic service of notices and other documents**

#### 1. Express Consent

The landlord/s and tenant/s consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* to the email address nominated in the lease schedule herewith.

#### 2. Inferred consent

If the landlord or the tenant (as the case may be) have not consented to electronic service under clause (1), the

landlord or the tenant must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

### 3. Change of electronic address

The landlord or the tenant must immediately give notice in writing to the other party if the email address for electronic service under clause (1) changes.

### 4. Withdrawal of consent

(a) The TENANT or the LANDLORD may withdraw their consent under clause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

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

**DATE OF AGREEMENT** 14th of October 2020

**LANDLORD** The Trustee for ACTIVE HOUSING UNIT TRUST ABN 54 945 932 939

**AGENT Registered Business Name | Lease a Property**

**Address |** 2/140 Victoria Street Vic 3011

T | 1300 187 188 F | 1300 086 532 E | marc@leaseaproperty.com.au

**TENANT Georgia Clift** previously of 206/277 Barkly Street Footscray

**TENANT Eamon K Gough** previously of 206/277 Barkly Street Footscray

**PREMISES 3 High Street Laverton Vic 3028**

Including chattels (attach inventory if necessary)

**RENTAL \$1490.00 per Calendar Month payable on or before the 4th day of every month in advance**

From the termination date the rent will be increased to \$ per Calendar Month

**LEASE COMMENCEMENT DATE 4th day of November 2020**

**RENTAL PAYMENTS TO LANDLORD/AGENT are to be paid monthly in advance using the following methods....**

**Money transfer into Bendigo Bank BSB 633000 ACC No. 157772997**

**You MUST use the Ref HIGH 3 or by EFTPOS at 2/140 Victoria Street Seddon Vic 3011**

**BOND \$1560.00** where more than one tenant the amounts each contributed are listed here:

Name | G Clift Amount | \$780.00 Name | E K Gough Amount | \$780.00

AUTHORISED URGENT REPAIRS \$1800.00 (Inc GST) CONTACT AGENT W 1300 187 188

**Urgent repairs | Refer to Landlord and Tenants Statement of Rights and Duties**

**\*FIXED TERM AGREEMENT**

**TWELVE (12) MONTHS**

**COMMENCEMENT DATE 4th day of November 2020**

**TERMINATION DATE 3rd day of November 2021**

**OR (\*Delete where applicable)**

**\*PERIODIC TENANCY**

**NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTION 37 AND SECTION 38 OF THE RESIDENTIAL TENANCIES ACT, 1997. Guarantee:** To the within name Landlord

**HEREBY GUARANTEE** the punctual performance by the within named tenant of all the terms and conditions and covenants contained in the above AGREEMENT. You may without affecting my/our ability under this AGREEMENT grant time to other concession to or compromise with the TENANT and `` this Guarantee shall be continuing Guarantee in all respects.

**SIGNED, SEALED & DELIVERED**

By the Guarantor \_\_\_\_\_ in the presence of \_\_\_\_\_

**The TENANT/S hereby acknowledge the Consumer Affairs Victoria link to the Statement of Rights and Duties [www.consumer.vic.gov.au/rentingguide](http://www.consumer.vic.gov.au/rentingguide) , receiving two copies of the Condition Report and a copy of this this Tenancy Agreement with the provisions of the Residential Tenancies Act 1997**

**RESIDENTIAL PREMISES CONDITION REPORTS****PRIVACY ACT 1988 COLLECTION NOTICE**

Personal information collected by us through this report is necessary to manage the tenancy. The information collected in this report may be disclosed to other parties as permitted by the Privacy Act 1988 including the landlord, trades people, financial institutions, other agents, third party operators of tenancy reference databases and other third parties as required by law.

Information already held on tenancy reference databases may also be disclosed to us. We, the agent, may also disclose information to other parties on the internet.

If you would like to access your personal information held by us, you can do so by contacting us using the details provided below.

You can also correct this information if it is inaccurate, incomplete or out of date. If the information is not provided, we may not be able to manage the tenancy effectively.

**General & Miscellaneous**

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

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

No consent or waiver of any breach by the Tenant or the Tenants' obligations under the Residential Tenancies Act 1997 shall prevent the Landlord from subsequently enforcing any of the provisions of this Agreement.

***I hereby acknowledge that I have read and understood the above conditions.***

## Electronic Signatures

*Georgia Clift*

(digital representation of the signature)

**Georgia Clift**

28 October 2020, 6:35 pm

**Email:** GMK.CLIFT@GMAIL.COM

**Mobile:** +61425477334

*Eamon K Gough*

(digital representation of the signature)

**Eamon K Gough**

28 October 2020, 7:45 pm

**Email:** EAMON.K.GOUGH@GMAIL.COM

**Mobile:** +61409002712

*Marc Angelone for the landlord*

(digital representation of the signature)

**Marc Angelone for the landlord**

Lease a Property

29 October 2020, 10:38 am

**Email:** marc@leaseaproperty.com.au

**Mobile:** +61407187188

## Audit trail

**28 October 2020, 1:51 pm**

Contract is sent to Georgia Clift GMK.CLIFT@GMAIL.COM

**28 October 2020, 4:14 pm**

Viewed by Georgia Clift

**28 October 2020, 4:14 pm**

Email address verified Georgia Clift GMK.CLIFT@GMAIL.COM

**28 October 2020, 6:35 pm**

Mobile number verified Georgia Clift +61425477334

**28 October 2020, 6:35 pm**

Signed by Georgia Clift (IP: 139.218.160.170)

**28 October 2020, 6:35 pm**

Contract is sent to Eamon K Gough EAMON.K.GOUGH@GMAIL.COM

**28 October 2020, 6:46 pm**

Viewed by Eamon K Gough

**28 October 2020, 6:46 pm**

Email address verified Eamon K Gough EAMON.K.GOUGH@GMAIL.COM

**28 October 2020, 7:45 pm**

Mobile number verified Eamon K Gough +61409002712

**28 October 2020, 7:45 pm**

Signed by Eamon K Gough (IP: 139.218.160.170)

**28 October 2020, 7:45 pm**

Contract is sent to Marc Angelone for the landlord marc@leaseaproperty.com.au

**29 October 2020, 10:37 am**

Viewed by Marc Angelone for the landlord

**29 October 2020, 10:37 am**

Email address verified Marc Angelone for the landlord marc@leaseaproperty.com.au

**29 October 2020, 10:38 am**

Mobile number verified Marc Angelone for the landlord +61407187188

**29 October 2020, 10:38 am**

Signed by Marc Angelone for the landlord (IP: 27.33.22.52)

**29 October 2020, 10:38 am**

**The document has been completed**

ID: 0ae6758f-eb97-4d1a-a3fc-0cba38780369

THIS AGREEMENT is made on the date specified in the Schedule hereto between the LANDLORD whose name and address is specified in item 2 in the schedule whose agent is specified in item 3 in the schedule and the TENANT whose name and address is specified in item 4 in the schedule.

**PREMISES AND RENT**

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the schedule together with those items indicated in the schedule, for which the RENTAL shall be the amount specified in item 6 in the schedule of which the first instalment is payable on the date specified in item 7 of the schedule and payable by the TENANT to the party specified in item 8 in the schedule.

**BOND**

The TENANT shall pay a BOND of the amount specified in item 9 of the schedule to the LANDLORD/AGENT on or before the signing of this Agreement.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND.

OR

**FIXED TERM TENANCY**

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

OR

**PERIODIC TENANCY**

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

**1. CONDITION OF PREMISES**

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

**2. DAMAGE TO THE PREMISES**

The TENANT shall make sure that care is taken to avoid damaging the premises.  
The TENANT must take reasonable care to avoid damaging the premises and any common areas.  
The TENANT who becomes aware of damage to the rented premises must give notice to the LANDLORD of any damage to the premises as soon as practicable.

**3. CLEANLINESS OF THE PREMISES**

The LANDLORD shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT shall enter into occupation of the premises. The TENANT shall keep the premises in a reasonably clean condition during the period of Agreement.

**4. USE OF PREMISES**

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

**5. QUIET ENJOYMENT**

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of all premises.

Tenants



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**6. ASSIGNMENT OR SUB-LETTING**

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

**7. RESIDENTIAL TENANCIES ACT, 1997**

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

**ADDITIONAL TERMS**

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

8. The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
9. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the TENANT shall pay the LANDLORD all increased premiums and all other expenses incurred as a consequence of any breach of this term.
10. The TENANT agrees to pay the LANDLORD any excess amount charged, or any additional premium charged by the LANDLORD'S Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the TENANT, or by anyone on the premises with the consent of the TENANT.
11. The TENANT hereby agrees to indemnify and keep indemnified the LANDLORD from and against all loss or damage occasioned to the premises or any part thereof caused by the neglect use, misuse, waste or abuse of water, gas, electricity, sewerage or other services to the premises or any of the pipes, mains, fittings or fixtures used in conjunction therewith by the TENANT or invitees of the TENANT and to pay or reimburse the LANDLORD for the cost of repairing all such damage caused or incurred as a consequence of such negligent use, misuse, waste or abuse by the tenant or tenants invitees.
12. The TENANT shall notify the LANDLORD or AGENT immediately upon becoming aware of any defects in the premises or any other matter, which may give rise to a liability pursuant to the Occupiers Liability Act, 1983.
13. The TENANT shall indemnify the LANDLORD against liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the TENANT, or the TENANT'S servants, agents and/or invitees.
14. The TENANT shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the LANDLORD or AGENT.
15. The TENANT is not permitted to use "Blu-Tac" or sticky tape substances to hang or place pictures on walls in such a way as to cause damage – removal usually causes damage to paintwork. If you wish to put in a few picture hooks please first check with your property manager for permission or you may be liable to have them removed at the end of your tenancy.
16. The TENANT shall not use the premises for any purposes without written consent of the LANDLORD.
17. The TENANT shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
17. **ANIMAL CLAUSE** – The landlord hereby allows the tenant to keep \_\_\_\_\_ on the premises provided that any damage caused by the animal must be reported within 7 days. The tenant will take full responsibility for any damage caused and undertake to have carpets steam cleaned and the premises fumigated should it be deemed necessary by the landlord or agent at the expiration of the lease or termination of the tenancy. The tenant also agrees to replace carpet or drapes if damaged beyond repair.
18. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
19. The TENANT shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of similar kind.
20. The TENANT shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

Tenants \_\_\_\_\_



21. The TENANT shall allow the LANDLORD or his AGENT to put on the premises a notice or notices to "let" during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or his AGENT to put on the premises a notice or notices 'for sale' or 'auction' at anytime during the term of this Agreement and permit access to the premises by the LANDLORD or his agent to present the property to prospective purchasers or TENANTS upon 24 hours' notice or by Agreement with the TENANT and the LANDLORD or the LANDLORD'S AGENT.

23. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or AGENT in relation to the suitability of the premises for the TENANT'S purposes or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

24. No consent or waiver of any breach by the TENANT of the TENANT'S obligation under the Residential Tenancies Act 1997 shall prevent the LANDLORD from subsequently enforcing any of the provisions of this Agreement.

25. The TENANT agrees to observe and be bound by the Articles of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or effect the use, occupation and enjoyment of the premises and the common property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the LANDLORD. The standard Rules of the Sub – Division (Body Corporate) Regulations, if not amended, apply to all Bodies Corporate. The TENANT hereby agrees to abide by the rules set out in the Strata Titles Act 1967 and any additional rules made by the Body Corporate in force.

26. In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, the LANDLORD may from time to time and at anytime, other than within the terms specified in the Schedule as the fixed term, increase the rent by giving the TENANT the prescribed notice required by the Residential Tenancies Act, 1997 of the increase.

27. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.

28. The TENANT shall at the TENANT'S expense replace all lighting tubes and globes to the premises, which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

29. The TENANT agrees to maintain the garden area, to water trees and shrubs, to mow the lawn and to remove all garden rubbish from the property.

30. If the TENANT wishes to vacate the premises at the expiration of this Agreement the TENANT shall give the LANDLORD or AGENT written notice of the TENANTS intention to vacate 28 days prior to the expiration of the Agreement. If the TENANT remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the TENANT must give written notice of the TENANTS intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT gives notice.

31. The TENANT acknowledges the pursuant to Section 428 of the Residential Tenancies Act, 1997, the TENANT shall not refuse to pay rent on the ground that the TENANT intends to regard as rent paid by the TENANT, the BOND or any part of the BOND paid in respect of the premises. The TENANT acknowledges that the Residential Tenancies Act 1997 provides a penalty of **(MAY BE FINED)** 10 penalty units (\$1000) if the Tenant refuses to pay rent on "the ground that the Tenant intends to regard as rent paid by the TENANT the bond or any part of the bond paid in respect of the rented premises

32. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the property including common property. The TENANT also agrees to be fully responsible for the removal of any motorcycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the PREMISES or the land or common property on which it is situated to their original condition forthwith.

**33. The TENANT must:**

(a) Check each smoke detector in the PREMISES weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the tenant and the security of the PREMISES.

(b) Replace the battery in each smoke detector on or about **1<sup>st</sup> January each year** (or earlier if this becomes necessary).

(c) Immediately notify the LANDLORD/AGENT of any faulty smoke detector (and confirm this advice to the LANDLORD/AGENT in writing on the same day).

34. **RUBBISH BINS TO BE KEPT CLEAN – The TENANT** acknowledges and clearly understands that it is the responsibility of the TENANT to place all household rubbish in plastic garbage bags and place the sealed garbage bag in the wheeled rubbish bin provided. The TENANT acknowledges and agrees to place the wheeled rubbish bin on the front nature strip each week on the evening before Council collects rubbish and returned to its allocated place.

If not already supplied by the local council, the TENANT agrees to supply garbage bins for his/her use during the tenancy and acknowledge that garbage is to be placed in bins and not in plastic garbage bags for collection.

Tenants



**35. PRIOR TERMINATION OF LEASE**

Should the TENANT find it necessary to vacate the premises prior to the expiry date of the lease he/she will:

- (a) Immediately inform their property manager of their desire to do so and ask them to find an acceptable person/persons willing to lease the property.
- (b) Reimburse the LANDLORD a letting fee, being 3% of the annual rent, any loss of rent incurred and pay all reasonable advertising costs incurred in obtaining a new tenant.
- (c) Continue maintaining the said premises and pay rental in accordance with the lease until the commencement of the following tenancy.
- (d) Leave the premises in a clean and undamaged state.
- (e) The property is let subject to the LANDLORD'S approval and to the present occupant giving up possession.

36. The TENANT agrees to pay for all glass broken or cracked during the tenancy.

37. The TENANT agrees to refrain from placing and watering pot plants on the carpets as any subsequent damage must be rectified and can often be costly.

38. The TENANT agrees to refrain from ironing on the floor as any subsequent burns to floor coverings must be rectified at the TENANT'S expense.

39. If a tradesperson is required to attend the property to attend to maintenance the TENANT agrees to provide access either personally or through arrangements with our office, (this appointment will be scheduled between 8am and 6pm Monday to Friday) if the TENANT fails to keep the appointment time, the TENANT will pay the service call to the tradesperson.

40. If a tradesperson carries out any repair work that has been caused by the TENANT negligence then cost of such repair will be paid by the TENANT.

41. The TENANT acknowledges that all correspondence received at the property which does not relate to you being the TENANT, is forwarded promptly to us the AGENT for our attention. The TENANT acknowledges that it is their responsible to redirect his/her mail at the end of the Tenancy

**42. KEYS**

The TENANT acknowledges having received from the LANDLORD/AGENT keys to the premises. In the event of the TENANT requiring entry due to a lost key or the like IT SHALL BE THE LESSEE'S RESPONSIBILITY TO MAKE ALL NECESSARY ARRANGEMENTS AND TO PAY ALL COSTS INCURRED IN GAINING RE-ENTRY. For assistance after hours it is suggested a locksmith be contacted (refer Yellow Pages Directory).

The TENANT hereby agrees to return all keys belonging to the premises to the office of **Lease a Property located at 2/140 Victoria Street Seddon** by the end of business hours on the day of vacation and shall continue to pay rental pursuant to the agreement until the keys are returned. It will remain the TENANT'S responsibility upon the termination of the agreement to deliver the keys to the AGENT'S office and to continue paying rent until such time as the keys are delivered to the office of **Lease a Property**

The LANDLORD acknowledges the TENANTS right to change the locks at the rental property provided a duplicate key is given to the LANDLORD or his agent.

The TENANT acknowledges that whilst all due care and attention has been taken, the LANDLORD cannot guarantee that all keys to the property were returned by previous occupants.

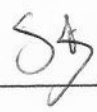
**To ensure total security, it is our recommendation that the barrels in all locks be replaced at the cost of the TENANT.**

43. The TENANT agrees to have the **property professionally cleaned throughout** upon vacating and to provide a receipt for the same, provided that the property was **professionally cleaned** prior to the tenancy.

**44. CONTENTS INSURANCE**

It is **NOT YOUR LANDLORDS** responsibility to insure your possessions. To protect yourself against burglary, theft, fire, water, accidental damage etc. We recommend seeking advice from an insurance company.

45. The TENANT shall have the right in common with other occupiers of the building to use the laundry and clothes drying facilities where provided, and shall at all times leave them in a clean and tidy condition.

Tenants  \_\_\_\_\_

**46. PARKING**

The Tenant hereby agrees to park in the area designated for his/her property, and not to park on the driveway or any grassed area (including the nature strip) or in any manner which will inconvenience any other resident. If there is no allocated parking for a vehicle, or a second vehicle, that vehicle must be parked on the street. All visitors must either park in a designated: visitors: area (if any) or on the street.

47. The TENANT hereby acknowledges having inspected the said premises prior to the commencement of this tenancy.

48. **HOUSEHOLD SOLID WASTE NOT TO BE PLACED IN SINKS, TOILET OR DRAINS** – The TENANT acknowledges and clearly understands that under no circumstances will he/she place any cooking oil, food or household waste of any type into a sink, toilet or drain due to the risk of blocking the sinks, toilet or drains. The TENANT accepts full responsibility and will pay for clearing any blocked pipes or other plumbing which result due to incorrect disposal of household waste and personal hygiene waste products other than natural causes or fair wear and tear.

49. Rental payments forwarded by mail in the form of cheques will be receipted, but receipts will not be sent unless accompanied by a stamped self-addressed envelope.

50. The TENANT hereby agrees **NOT** to place plants in pots on any carpeted area within the premises.

51. In the event where the TENANT'S personal cheque is returned by the bank for any reason, the tenant shall agree to pay ALL bank fees or charges brought about by their actions and that all future rental payments are to be made in CASH or BANK CHEQUE.

52. The TENANT hereby agrees NOT to leave appliances, which use water, operating when away from the property.

53. **BOND LODGEMENT**. The TENANT acknowledges that the bond paid under this tenancy agreement has been deposited in accordance with the requirements of the Residential Tenancies Act 1997 with the centralised Bond Authority.

54. **BOND REFUND**. The TENANT acknowledges having been advised that the refund of the bond at the end of the tenancy can only be achieved by signing and lodging a Bond Claim form with the centralised Bond Authority.

**55. FIXED TERM TENANCY NOTICE**

The TENANT acknowledges the right of the LANDLORD under the Residential Tenancies Act 1997 to issue a notice that will terminate the Tenancy at the end of this fixed term agreement.

56. **SUB-LETTING – The TENANT** acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement and that any change in those occupying the premises must be immediately reported to the AGENT.

**57. PREMISES CONDITION REPORT**

The TENANT acknowledges that the commencement of this tenancy the condition of the premises is accurately detailed in the Premises Condition Report – a copy of which he/she admits to having received at the commencement of this tenancy. Upon the termination of tenancy the tenant shall thoroughly clean the said premises, including walls and ceilings, all fixtures and fittings, furniture furnishings alike, shampooing carpets and shall repair any damage whatsoever suffered to the premises as a result of use by the TENANT and shall deliver up the premises in a like condition as stated in the Premises Condition Report herein before referred to (fair wear and tear expected).

The TENANT acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the AGENT within 3 business days after entering into occupation of the premises. If the condition Report is not returned, the copy held by the AGENT will be accepted as **conclusive evidence of the state of repair or general condition of the rented premises as at the commencement of this tenancy.**

58. **VACATING – The TENANT** shall allow the LANDLORD/AGENT access to the property during the 28 days notice period prior to vacating to allow any future potential tenants to view the property in which they are occupying. This is subject to the LANDLORD/AGENT giving 24 hours notice to the TENANT.

**59. PRINCIPAL PLACE OF RESIDENCE**

Where the property was previously the landlord Principal Place Of Residence, The tenant/s acknowledge that immediately before the agreement was entered into, the rented premises were the landlord's principal place of residence; and the landlord may resume occupancy of the premises on termination of the tenancy agreement.

Tenants 

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60. In the event of a swimming pool being at the said premises, the Tenants acknowledge that it shall be their responsibility to maintain the up keeping of the swimming pool during the tenancy, the TENANT or invitees of the TENANT to pay or reimburse the LANDLORD for the cost of repairing all such damage caused or incurred as a consequence of such negligent use, misuse, waste or abuse by the tenant or tenants invitees to the swimming pool other than fair wear and tear.

**61. OPEN FIRE PLACE**

The Tenant acknowledges that the open fire place(s) are not to be used/lit throughout the term of the tenancy.

**62. VERMIN/PESTS**

Mice, cockroaches, ants, rats etc are not attracted to vacant properties. The tenant acknowledges and accepts that lack of cleanliness attracts pests and will make an effort to keep the premises in a clean and hygienic state to deter. It's the tenant's responsibility to utilise sprays, baits, traps etc or engage a pest controller at their expense.

**63. WASHING MACHINES, DISHWASHERS, DISHWASHERS AND OTHER APPLIANCES LEFT UNATTENDED**

Damage, flooding etc. caused by dishwashers, washing machines or other appliances left operating whilst in attendance is the tenants liability. You cannot rely on machines not becoming faulty during operation and the landlord cannot be held responsible for lack of supervision.

**64. GENERAL RESPONSIBILITIES**

During you tenancy you are responsible for the upkeep and maintenance of the property. This would include:- A. tending the garden B. replacing light globes C. ensuring condensation does not build up in problem areas (e.g. bathroom) D. advising managing agent of maintenance problems immediately. E. all rubbish must be placed in bins and recycle items in bin (otherwise Council won't collect it) and placed out for collection weekly. F. tenants to park in their designed car parking areas etc.


**65. DEFENCE FORCES CLAUSE**

For service reasons or in the event of the TENANT being posted away from the area in the course of his/her employment (or accepting accommodation provided by the Australian Defence Force), it is hereby agreed and declared that the agreement hereby created can be terminated by the tenant giving to the LANDLORD or his/her agent one month's notice in writing of such termination. Immediately after expiration of the said notice this agreement and all rights, liabilities and obligations there under shall cease and be void without prejudice to any claim by either party against the other in respect of any antecedent breach of covenant or condition herein contained. The amount of rent to be paid is to be calculated on a proportional basis up to the date on which the said notice expires.

**66. APPLICATIONS FOR TENANCY AND MANAGEMENT OF PROPERTY PRIVACY ACT (COMMONWEALTH) 1988**

**COLLECTION NOTICE** - The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicant's identity and to process and evaluate the application and to manage the tenancy. The personal information collected about the Applicant may be disclosed, by use of the internet or otherwise, to other parties, including media organizations, the landlord, tradespeople, referees, solicitors, financial institutions, parties engaged to evaluate the property, bodies corporate, other agents, clients of the Agent both existing and potential, third party operators of tenancy reference databases, government and statutory bodies and other third parties as required by law. Information already held on tenancy reference databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of Victoria Ltd. (REIV) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their clients. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIV can be viewed on its website, [www.reiv.com.au](http://www.reiv.com.au) and the privacy policy of realestateview can be viewed at [www.realestateview.com.au](http://www.realestateview.com.au) The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act. If the Applicant would like to access this information they can do so by contacting the Agent at the address and contact numbers contained in this Application or the REIV on (03) 9205 6666. The Applicant can also correct this information if it is inaccurate, incomplete or out of date.

The TENANT/S also acknowledge and have read all of the above 66 conditions.

TENANT 1  \_\_\_\_\_

TENANT 2 \_\_\_\_\_

TENANT 3 \_\_\_\_\_

WITNESS \_\_\_\_\_



Page 1

CHICAGO, ILLINOIS  
1950

MEMORANDUM

TO: [Name]

FROM: [Name]

DATE: [Date]

RE: [Subject]

[Text]

[Text]

[Text]

[Text]

[Text]

[Text]



[Text]



[Text]

[Text]



# Department of Justice and Community Safety

Residential Tenancies Bond Authority

Locked Bag 007  
Wendouree Victoria 3355  
Telephone 1300 137 164  
rtba@justice.vic.gov.au

6 July 2021

LEASE A PROPERTY  
2/140 VICTORIA STREET  
SEDDON VIC 3011

## BOND RECEIPT

### Residential Tenancies Act 1997

This is to confirm that a payment has been received by the Residential Tenancies Bond Authority (RTBA), for a residential tenancy bond. The bond details are:

**Bond Number**  
15096702

**Bond Type**  
ELECTRONIC

**Bond Amount Received**  
\$1,500.00

**Date Received by RTBA**  
6 JULY 2021

**Name(s) of Tenant(s)**  
SAVET BIBOVIC

**Address of Rented Premises**  
5 HIGH STREET  
LAVERTON VIC 3028

**Name of Agent/Landlord**  
LEASE A PROPERTY

**Address of Agent/Landlord**  
2/140 VICTORIA STREET  
SEDDON VIC 3011

**Type of Tenure/Premises**  
SEPARATE HOUSE

**Director of Housing Loan Number**

Subject to payment clearance, the above bond details have been registered with the RTBA. If the payment is dishonored, you will be advised immediately and this bond shall be cancelled.

If any of the above details are incorrect, please advise the RTBA immediately by looking up your bond on **RTBA Online** ([rentalbonds.vic.gov.au](http://rentalbonds.vic.gov.au)) and using the **Amend Bonds Details** function.

When contacting the RTBA, please quote **Bond Number 15096702**.

Check your bond details online at [rentalbonds.vic.gov.au](http://rentalbonds.vic.gov.au)

For free consumer advice, visit Consumer Affairs Victoria website at [consumer.vic.gov.au](http://consumer.vic.gov.au)



**RESIDENTIAL TENANCIES AGREEMENT SCHEDULE (TRANSFER)**

- Item 1 | DATE OF AGREEMENT 14<sup>TH</sup> March 2021
- Item 2 | LANDLORD Active Housing Pty Ltd ABN 54945932939
- Item 3 | AGENT Lease a Property - Address | 2/140 Victoria Street Seddon 3011  
T | 1300 187 188 F | 1300 086 532 E | marc@leaseaproperty.com.au
- Item 4 | TENANT 1 Savet Bibovic  
TENANT 2
- Item 5 | PREMISES 5 HIGH STREET, LAVERTON VIC 3028 Including chattels  
(attach inventory if necessary)
- Items 6 | RENTAL \$1500.00 Calendar Month payable on the 14<sup>TH</sup> day of every month in advance.  
From the termination date the rent will be increased to \$ per Calendar Month
- Item 7 | COMMENCING ON 14<sup>TH</sup> Day of March 2021
- Item 8 | RENTAL PAYMENTS TO LANDLORD/AGENT AT: are to be paid monthly in advance using the following methods....  
Money transfer into Bendigo Bank BSB 633000 ACC No. 157772997 You MUST use the reference HIGH 5 or  
by EFTPOS at 2/140 Victoria Street Seddon Vic 3011
- Item 9 | BOND | \$1690.00 where there is more than one tenant the amounts each contributed are listed here:
- Item 10 | AUTHORISED URGENT REPAIRS \$1800.00 (Including GST) CONTACT AGENT ON 1300 187 188

Urgent repairs | Refer to Landlord and Tenants Statement of Rights and Duties

**\*FIXED TERM AGREEMENT**

- Item 11 | TWELVE (12) MONTHS
- Item 12 | COMMENCEMENT DATE | 14<sup>TH</sup> MARCH 2021
- Item 13 | TERMINATION DATE | 13<sup>TH</sup> MARCH 2022

OR (\*Delete where applicable)

**\*PERIODIC TENANCY**

SIGNED by the Landlord \_\_\_\_\_ for Lease a Property

In the presence of \_\_\_\_\_ [witness]

SIGNED by the Tenant \_\_\_\_\_

In the presence of \_\_\_\_\_ [witness]

**NOTE: USE OF THIS GUARANTEE IS SUBJECT TO THE PROVISIONS OF SECTION 37 AND SECTION 38 OF THE RESIDENTIAL TENANCIES ACT, 1997. Guarantee: To the within name Landlord**

I/We of \_\_\_\_\_

**HEREBY GUARANTEE** the punctual performance by the within named tenant of all the terms and conditions and covenants contained in the above AGREEMENT. You may without affecting my/our ability under this AGREEMENT grant time to other concession to or compromise with the TENANT and` this Guarantee shall be continuing Guarantee in all respects.

**SIGNED, SEALED & DELIVERED**

By the Guarantor \_\_\_\_\_ in the presence of \_\_\_\_\_

The TENANT/S hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of this Tenancy Agreement with the provisions of the Residential Tenancies Act 1997.

Tenant/s Signature \_\_\_\_\_



**ATTACHED TO CONDITION REPORT**

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**RESIDENTIAL PREMISES CONDITION REPORTS**

**PRIVACY ACT 1988 COLLECTION NOTICE**

Personal information collected by us through this report is necessary to manage the tenancy. The information collected in this report may be disclosed to other parties as permitted by the Privacy Act 1988 including the landlord, trades people, financial institutions, other agents, third party operators of tenancy reference databases and other third parties as required by law.

Information already held on tenancy reference databases may also be disclosed to us. We, the agent, may also disclose information to other parties on the internet.

If you would like to access your personal information held by us, you can do so by contacting us using the details provided below.

You can also correct this information if it is inaccurate, incomplete or out of date. If the information is not provided, we may not be able to manage the tenancy effectively.

**I/We hereby acknowledge and agree with the above statement.**

TENANT 1 \_\_\_\_\_

TENANT 2 \_\_\_\_\_

TENANT 3 \_\_\_\_\_

TENANT 4 \_\_\_\_\_

WITNESS \_\_\_\_\_

## Residential Tenancy Agreement

### Residential Tenancies Act 1997

1. THIS AGREEMENT is made on the date specified in item 1 in the Schedule hereto BETWEEN the LANDLORD whose name and address is specified in item 2 in the schedule whose AGENT is specified in item 3 in the Schedule and the TENANT whose name and address is specified in item 4 in the Schedule.

#### **PREMISES AND RENT**

The LANDLORD lets to the TENANT the PREMISES specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the RENTAL shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the TENANT to the party specified in item 8 in the Schedule.

#### **BOND**

The TENANT shall pay a BOND of the amount specified in item 9 of the Schedule to the LANDLORD/AGENT on receiving the keys for the property.

In accordance with the Residential Tenancies Act 1997 the LANDLORD/AGENT must lodge the BOND with the Residential Tenancies Authority within 5 business days of receiving the BOND

#### **FIXED TERM TENANCY**

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

OR

#### **PERIODIC TENANCY**

This Agreement shall commence in the date specified in item 13 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act, 1997.

#### 2. **CONDITION OF THE PREMISES**

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

#### 3. **DAMAGE TO THE PREMISES**

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

#### 4. **CLEANLINESS OF THE PREMISES**

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

#### 5. **USE OF PREMISES**

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

#### 6. **QUIET ENJOYMENT**

The LANDLORD shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

#### 7. **ASSIGNMENT OR SUB-LETTING**

- (a) The TENANT shall not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD. The LANDLORD'S consent shall not be unreasonably withheld.
- (b) This TENANT shall not offer/ advertise/ lease the property for short or long term stay/ lease/ or sublease purposes. This includes, but is not limited to, Airbnb, Stayz, Homeaway or any other similar short or long stay website or business.
- (c) The LANDLORD shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of an assignment in writing of this Agreement.

#### 8. **RESIDENTIAL TENANCIES ACT, 1997**

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

## ADDITIONAL TERMS

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

## COMMENCING THE TENANCY

9. The TENANT shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services. It is the LANDLORD'S responsibility to pay for the initial connection charges of these services but not for any connection costs of the telephone service when this service has previously been connected to the premises.
10. The TENANT acknowledges that the LANDLORD'S insurance policy does not provide cover for the TENANT'S possessions. *Note - It is strongly recommended that the TENANT take out contents insurance to adequately cover their possessions.*
11. The TENANT shall only use the premises for residential purposes unless the written consent of the LANDLORD is given to the contrary and shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.
12. The TENANT acknowledges that no promises, representations, warranties or undertakings have been given by the LANDLORD or the Agent in relation to the suitability of the premises for the TENANT'S purposes otherwise than as provided herein.
13. The TENANT acknowledges that no promises, representations or warranties have been given by the LANDLORD or the AGENT in relation to any further renewal of this Agreement other than as specified in Item 11 of the attached Schedule.
14. The TENANT acknowledges that the LANDLORD may require possession of the premises at the termination of this Agreement and may issue a Notice to that effect prior to the expiry of this Tenancy Agreement.
15. The TENANT acknowledges that the persons named on this Tenancy Agreement are those who will occupy the premises during the term of the Agreement and that any change of occupant(s) must be immediately notified to the AGENT in writing in accordance with Condition 7 and a Bond Transfer form completed in accordance with the Residential Tenancies Act 1997. A fee shall be charged by the AGENT to the TENANT for the transfer of TENANTS.
16. The TENANT acknowledges that whilst all due care has been taken by the LANDLORD and the AGENT to ensure that all keys held by previous occupiers of the property have been returned, to ensure total security it is the LANDLORD and the AGENT'S recommendation that the barrels to all locks are changed at the TENANT'S expense.
17. The TENANT agrees that the premises will be the place of residence for **3 Adults**. If a change of circumstance or living arrangements change, please advise the office in writing.
18. NO PETS are to be kept on the premises without written consent from the AGENT/ LANDLORD.
19. The TENANT acknowledges that all care must be taken to avoid damage to any floorboards and protective cushions should be placed under all furniture in this instance. Minimal chemicals and water to be used when washing any floorboards. Steam Cleaners should be avoided.

## DURING THE TENANCY

20. The LANDLORD acknowledges the TENANT'S right to change the locks on the premises providing a duplicate key is supplied to the AGENT. The LANDLORD also acknowledges the TENANT'S right to change the alarm code on the premises providing the AGENT is immediately advised of the new alarm code.
21. The TENANT shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. (An example of this could be the storage of flammable liquids or the use of kerosene or oil burning heaters in the premises.)
22. The TENANT shall notify the AGENT immediately upon becoming aware of any damage to or defects in the premises.
23. The TENANT or anyone on the premises with the consent of the TENANT shall ensure that care is taken to avoid damaging the rented premises.

24. The TENANT/S hereby agree/s to give immediate notice of any blockages or defects in drains, water services or sanitary systems. At no time should any item that could cause a blockage including feminine hygiene products, disposable nappies or excessive amounts of toilet paper be flushed down the sewerage, septic, storm water or drainage systems. The TENANT is responsible to pay all costs, charges and expenses that may be incurred in rectifying defects or blockages caused by the TENANT/S misuse or neglect.
25. The TENANT shall not paint or affix any sign or any antenna or cabling onto the premises or affix any nail, screw, fastening or adhesive to the interior or exterior of the premises without the prior written consent of the LANDLORD.
26. The TENANT shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the local Municipal Authority. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT for collection and returned to its allotted place in accordance with local Municipal Authority by-laws.
27. The TENANT shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
28. The TENANT shall allow the LANDLORD or the AGENT to put on the premises a notice or notices 'To Let' during the last month of the term of this Agreement. The TENANT shall also allow the LANDLORD or the AGENT to put on the premises a notice or notices 'For Sale' or 'Auction' at any time during the term of this Agreement.
29. In accordance with the provisions of Section 44 of the Residential Tenancies Act 1997, the LANDLORD may increase the rent not more than twice a year with at least a six month interval. Rent will be increased by giving the tenant at least 60 days notice of the increase in writing.
30. This Agreement may be amended only by an Agreement in writing signed by the LANDLORD and the TENANT.
31. The TENANT shall, at the TENANT'S expense, replace with a similar type all lighting tubes, globes and down lights to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring or a defective fitting.
32. The TENANT agrees to park only in that car-space, carport or garage allocated to this tenancy and not park or caused to be parked in any manner which will cause inconvenience to any other resident. Parking allocated is for registered vehicles only and no abandoned, disused, un-roadworthy or unregistered vehicles will be allowed on the rented premises.
33. The TENANT agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motorcycles in or around the rented premises, including common property.
34. The TENANT agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in relation to the use, occupation and enjoyment of the premises and the Common Property provided that the TENANT shall not be required to contribute costs of a capital nature or which would, except for provision, be payable by the LANDLORD. The Standard Rules of the Subdivision (Body Corporate) regulations, if not amended, apply to all Bodies Corporate.
35. The TENANT must check each smoke detector in the premises on a regular basis to ensure they are fully operational, to replace the battery with a battery of a similar type in each smoke detector as required; and to immediately notify the AGENT of any faulty smoke detector. *Note - these checks are to ensure the safety of the TENANT and the security of the premises.*
36. The TENANT hereby agrees to full and regularly maintain the garden area, including pruning of trees and shrubs in a neat and tidy condition at all times, including weeding of the garden beds as necessary, removing any garden waste, mowing and edging the lawns on a regular basis and watering the garden areas in compliance with any water restrictions that may be in force.
37. The TENANT hereby agrees to pay all rental payments on time. Part payments are unacceptable. The TENANT is responsible for the replacement of deposit books and rent cards. Any costs incurred by the AGENT to retrieve rental arrears shall be met by the TENANT.
38. Smoking is NOT permitted inside the rented premises. The tenants hereby agree to refrain from smoking inside the premises this includes the tenants or any third party at the property, smoking must be outside only.



**SCHEDULE**

- Item 1: DATE OF AGREEMENT: Tuesday, 3 October 2017
- Item 2: LANDLORD: Active Housing Pty Ltd 7 High  
C/- Sweeney Estate Agents Altona & Point Cook A.B.N. 32 163 332 732  
54 Pier Street, Altona Vic 3018
- Item 3: AGENT: Sweeney Estate Agents Altona & Point Cook A.B.N. 32 163 332 732  
54 Pier Street, Altona Vic 3018  
Telephone: (03) 9398 3777  
Email: [altona@sweeneyea.com.au](mailto:altona@sweeneyea.com.au)
- Item 4: TENANT: Mandeep Singh, Donia Augustin & Ashna Vadakkethu Thomas
- Item 5: PREMISES: 7 High Street, Laverton, Vic, 3028,
- Item 6: RENTAL: \$1,473.00, Monthly  
Until the 05/01/2018 then rent will increase to \$1,517.00 pcm (increase attached)
- Item 7: COMMENCING ON: 5/10/2017
- Item 8: RENTAL PAYMENTS: To Sweeney Estate Agents Altona & Point Cook.  
Payment via internet banking to  
Bendigo Bank Altona  
BSB: 633 000 Account: 155 964 877 Ref code: 17407
- Item 9: BOND \$1,430.00 paid to Sweeney Estate Agents and sent to RTBA  
Where there is more than one Tenant the amounts they each contribute are listed here:  
Name: Mandeep Singh Amount \$476.6  
Name: Donia Augustin Amount \$476.6  
Name: Ashna Vadakkethu Thomas Amount \$476.6
- Item 10: URGENT REPAIRS: The Landlord authorizes the Agent to undertake urgent repairs in accordance with the Residential Tenancies Act 1997 up to \$1,800 (Inc GST).  
Property Management Department: 03 9398 3777 or via email at [altona@sweeneyea.com.au](mailto:altona@sweeneyea.com.au)

**FIXED TERM AGREEMENT**

- Item 11: TERM: 12 months.
- Item 12: COMMENCEMENT DATE: 5/10/2017
- Item 13: TERMINATION DATE: 4/10/2018

SIGNED by the **LANDLORD**: \_\_\_\_\_

In the presence of (Witness): \_\_\_\_\_

SIGNED by the **TENANT**: Mandeep Singh, Donia

In the presence of (Witness): \_\_\_\_\_

The **TENANT** hereby acknowledges having received a copy of Renting – Your Rights and Responsibilities, two copies of the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

SIGNED by the **TENANT**: Mandeep Singh Donia