

## Contract & Section 32 Statement

# 84 Hutton Street, Thornbury VIC 3071

---

### **IMPORTANT NOTICE**

The following information has been supplied to Barry Plant Northcote & Preston. We do not accept responsibility for any omissions or errors in the documentation. It is possible that further details and/or changes relating to this documentation may be included later prior to any sale of the property.

Potential purchasers of the property are advised that it is their responsibility to ensure that they are satisfied with the documentation made available for signing on the day of sale.

This documentation and any attachments are for the intended recipients and may contain information that is privileged and confidential. If you are not the intended recipient distribution or copying is strictly prohibited. If you have received this communication in error, please notify us immediately.

Thank you.

---

**Barry Plant Northcote and Preston**

509 High Street Northcote, VIC 3070

**Phone** +61 3 9489 2233 **Email** [northcote@barryplant.com.au](mailto:northcote@barryplant.com.au)

---

THIS PAGE IS INTENTIONALLY BLANK

# CONTRACT OF SALE OF REAL ESTATE

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

**Property Address: 84 HUTTON STREET THORNBURY VIC 3071**

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

The terms of this contract are contained in the:

- \* Particulars of sale; and
- \* Special conditions, if any; and
- \* General conditions -

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

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

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

Print name of person signing MANDY ANN WILLIAMSON

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney') .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**Sale of Land Act 1962**

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

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

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

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

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

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

### Off-the-Plan Sales

Section 9AA(1A)  
**Sale of Land Act 1962**

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

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Barry Plant Northcote - Preston  
509 High Street, Northcote VIC 3070

Tel: 03 9489 2233 Fax: Ref: Loretta Khoo Email: lkhoo@barryplant.com.au

### VENDOR

**MANDY ANN WILLIAMSON**

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**EASY LINK CONVEYANCING**  
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-26/41453 Email: settlement2@easylinkconveyancing.com.au

### PURCHASER

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

**LAND** (general conditions 7 & 13)

The Land is:-  
Described in the table below

| Certificate of Title Reference | Being Lot | On plan    |
|--------------------------------|-----------|------------|
| 04520/995                      | 1 and 2   | TP 696547C |

The Land includes all improvements and fixtures.

### **PROPERTY ADDRESS**

The address of the land is:  
**84 Hutton Street Thornbury Vic 3071**

**GOODS SOLD WITH THE LAND**  
(general condition 6.3(f))

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

## **PAYMENT**

|         |           |                       |                |
|---------|-----------|-----------------------|----------------|
| Price   | \$        |                       |                |
| Deposit | \$        | by                    |                |
| Balance | <u>\$</u> | (of which \$          | has been paid) |
|         |           | 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)

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

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

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

## **SETTLEMENT** (general condition 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; or
- 14 days 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 words '**subject to lease**' appear in this box:

subject to lease

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

## **TERMS CONTRACT** (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

## **LOAN** (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount: \$

Approval date:

### **Building report**

☐ General Condition 21, as varied by Special Condition 9, applies only if the box is checked.

### **Pest report**

☐ General Condition 22, as varied by Special Condition 10, applies only if the box is checked.

## SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

### 1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
  - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
  - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
  - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
  - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
  - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

### WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
  - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
  - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
  - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
  - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

### CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
  - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
  - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
  - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
  - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

### 2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

### 3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

### 4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.

- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

## **5. Adjustments**

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

## **6. Duties Form**

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

## **7. Default not remedied**

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

## **8. Amendments**

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

## **9. Building report**

- 9.1 This special condition applies only if the building report condition is selected in the Particulars of Sale.
- 9.2 General Condition 21 applies to this contract, except to the extent varied by this special condition. To the extent of any inconsistency, this special condition prevails.
- 9.3 For the purpose of General Condition 21, the purchaser may only end this contract if the building report expressly identifies and designates a current defect in the main dwelling as a major structural defect.
- 9.4 A report does not satisfy this special condition merely because it refers to a major defect, major building defect, serious defect, safety issue, maintenance item, recommended repair, recommended rectification or further investigation.
- 9.5 The purchaser may not rely on General Condition 21 to require the vendor to carry out works, reduce the price, withhold money, delay settlement or claim compensation.

## **10. Pest report**

- 10.1 This special condition applies only if the pest report condition is selected in the Particulars of Sale.
- 10.2 General Condition 22 applies to this contract, except to the extent varied by this special condition. To the extent of any inconsistency, this special condition prevails.
- 10.3 For the purpose of General Condition 22, the purchaser may only end this contract if the pest report expressly identifies and designates a current pest infestation as a major infestation affecting the structure of the main dwelling.
- 10.4 A report does not satisfy this special condition merely because it refers to pest activity, termite activity, termite risk, previous pest damage, conducive conditions, recommended treatment, recommended monitoring, or pests in trees, gardens, fences, stumps, retaining walls, sheds, garages, carports, outbuildings or other areas not affecting the structure of the main dwelling.
- 10.5 The purchaser may not rely on General Condition 22 to require the vendor to carry out works, reduce the price, withhold money, delay settlement or claim compensation.

# Contract of Sale of Land - General Conditions

## Contract Signing

### 1 ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

### Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

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

## **8. SERVICES**

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

## **11. RELEASE OF SECURITY INTEREST**

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

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

## **12. BUILDER WARRANTY INSURANCE**

The vendor will provide any current domestic building insurance required pursuant to section 43B of the Domestic Building Contracts Act 1995 (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 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*.

## 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 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgment 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.

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 during the hours that the settling ELNO operates in the State of Victoria.

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 lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land 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
- (d) 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 lodgment 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 –
  - (i) a registered building surveyor;
  - (ii) a registered building inspector;
  - (iii) a registered domestic builder; or
  - (iv) an architect,
 which is –
  - (v) prepared in compliance with Australian Standard AS 4349.1 -2007;
  - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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 basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any

amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

## **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 lodgment 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 lodgment 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 lodgment 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.

## **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.

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

## **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.

## **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.

# GUARANTEE and INDEMNITY

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

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

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

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

|                                         |   |                 |
|-----------------------------------------|---|-----------------|
| SIGNED SEALED AND DELIVERED by the said | ) |                 |
|                                         | ) |                 |
| Print Name.....                         | ) | .....           |
| in the presence of:                     | ) | Director (Sign) |
|                                         | ) |                 |
| Witness.....                            | ) |                 |

|                                         |   |                 |
|-----------------------------------------|---|-----------------|
| SIGNED SEALED AND DELIVERED by the said | ) |                 |
|                                         | ) |                 |
| Print Name.....                         | ) | .....           |
| in the presence of:                     | ) | Director (Sign) |
|                                         | ) |                 |
| Witness.....                            | ) |                 |

# Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.
2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property, after the property has been knocked down to the successful bidder.
3. The vendors have a reserve price.
4. As the Auctioneer, I will indicate bidders on request.
5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.
7. During the auction, the Auctioneer will say "VENDOR BID", when making bids on the vendor's behalf.
8. The law prohibits the making of "VENDOR BIDS", other than by the Auctioneer.

# **SECTION 32**

# **STATEMENT**

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

|                |                      |
|----------------|----------------------|
| <b>Vendor:</b> | MANDY ANN WILLIAMSON |
|----------------|----------------------|

|                  |                                     |
|------------------|-------------------------------------|
| <b>Property:</b> | 84 HUTTON STREET THORNBURY VIC 3071 |
|------------------|-------------------------------------|

**VENDORS REPRESENTATIVE**

EASY LINK CONVEYANCING

Shop

328 Main Road East  
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: [settlement2@easylinkconveyancing.com.au](mailto:settlement2@easylinkconveyancing.com.au)

Ref: HN-26/41453

SECTION 32 STATEMENT  
84 HUTTON STREET THORNBURY VIC 3071

**32A FINANCIAL MATTERS**

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
  - Not Applicable
- (d) The land is not tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024
  - See attached certificate

**32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- Not Applicable

No such Insurance has been effected to the Vendors knowledge.

**32C LAND USE**

(a) RESTRICTIONS

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

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT  
84 HUTTON STREET THORNBURY VIC 3071

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: DAREBIN PLANNING SCHEME

Responsible Authority: DAREBIN CITY COUNCIL

Zoning: HOUSING CHOICE AND TRANSPORT ZONE (HCTZ)

Planning Overlay/s: See attached reports

**32D NOTICES**

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

**32E BUILDING PERMITS**

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

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

**32F OWNERS CORPORATION**

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

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

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

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

SECTION 32 STATEMENT  
84 HUTTON STREET THORNBURY VIC 3071

**32H SERVICES**

| Service            | Status    |
|--------------------|-----------|
| Electricity supply | Connected |
| Gas supply         | Connected |
| Water supply       | Connected |
| Sewerage           | Connected |
| Telephone services | Connected |

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
  - (i) the last conveyance in the Chain of Title to the land; or
  - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
  - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
  - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
  - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
  - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
  - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
  - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
  - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
  - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT  
84 HUTTON STREET THORNBURY VIC 3071

**DATE OF THIS STATEMENT**

**17/08/2026**

**Name of the Vendor**

**MANDY ANN WILLIAMSON**

**Signature/s of the Vendor**

x



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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

/

/20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

### Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

#### Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;  
☐ Yes / ☒ No. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);  
☐ Yes / ☒ No. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;  
☐ Yes / ☒ No. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes  
☐ Yes / ☒ No. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);  
☐ Yes / ☒ No. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;  
☐ Yes / ☒ No. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;  
☐ Yes / ☒ No. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
  - use for the manufacture of substances such as methylamphetamine, or
  - a defence or fire brigade training site involving the use of hazardous materials.☐ Yes / ☒ No. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.  
☒ Yes / ☐ No. If Yes, please specify: Bathrooms /Kitchen upgrades, back verandeh and Pergola more than 7 years ago
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;  
☒ Yes / ☐ No. If Yes, please specify: The water pump to the rain water tanks needs replacing. then you can have water from the tank the roof is stable but does need a little ongoing maintenance.

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

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

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

VOLUME 04520 FOLIO 995

Security no : 124136711761N  
Produced 17/07/2026 12:33 PM

LAND DESCRIPTION

Lots 1 and 2 on Title Plan 696547C.  
PARENT TITLE Volume 04449 Folio 656  
Created by instrument 1026247 19/12/1921

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MANDY ANN WILLIAMSON of 84 HUTTON STREET THORNBURY VIC 3071  
AV205247T 07/01/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV205248R 07/01/2022  
MACQUARIE BANK LTD

COVENANT 0959271

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

DIAGRAM LOCATION

SEE TP696547C 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)

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 07/01/2022

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

# Imaged Document Cover Sheet

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

|                                                 |                         |
|-------------------------------------------------|-------------------------|
| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>TP696547C</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>1</b>                |
| Document Assembled                              | <b>17/07/2026 12:34</b> |

**Copyright and disclaimer notice:**

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

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

| TITLE PLAN                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | EDITION 1                                                                                                                                                                                                                              | TP 696547C          |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------|--|------------------------|--|
| <b>Location of Land</b><br><br>Parish: AT NORTHCOTE PARISH OF JIKA JIKA<br>Township:<br>Section:<br>Crown Allotment:<br>Crown Portion: 131(PT), 136(PT)<br><br>Last Plan Reference:<br>Derived From: VOL 4520 FOL 995<br>Depth Limitation: NIL                                                                                                                                                                                                                           |  | <b>Notations</b><br><br><br><br><br><br><br><br><br><br>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN                                                                                                    |                     |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
| <b>Description of Land / Easement Information</b><br><br><i>All that piece of Land, delineated and coloured red on the map in the margin being part of Crown Portions One hundred and thirty-one and One hundred and thirty-six at Northcote Parish of Jika Jika County of Bourke -- Together with a right of carriage way over Hutton and Hobson Streets and St. Georges -- Road colored brown on Plan of Subdivision No. 6434 lodged in the Office of Titles - - -</i> |  | <p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 22/11/2000<br/>VERIFIED: B.H.</p> <p><b>COLOUR CODE</b><br/>R = RED</p> |                     |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                                                                                                                                                                                        |                     |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
| <table border="1"><thead><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr></thead><tbody><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = CP 131 (PT)</td></tr><tr><td colspan="2">PARCEL 2 = CP 136 (PT)</td></tr></tbody></table>                                       |  |                                                                                                                                                                                                                                        |                     | TABLE OF PARCEL IDENTIFIERS |  | WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962 |  | PARCEL 1 = CP 131 (PT) |  | PARCEL 2 = CP 136 (PT) |  |
| TABLE OF PARCEL IDENTIFIERS                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                        |                     |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
| WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962                                                                                                                                                                                                                                                                                              |  |                                                                                                                                                                                                                                        |                     |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
| PARCEL 1 = CP 131 (PT)                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                        |                     |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
| PARCEL 2 = CP 136 (PT)                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                                                                                                                                        |                     |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |
| LENGTHS ARE IN FEET & INCHES                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | Metres = 0.3048 x Feet<br>Metres = 0.201168 x Links                                                                                                                                                                                    | Sheet 1 of 1 sheets |                             |  |                                                                                                                                                                             |  |                        |  |                        |  |

# Imaged Document Cover Sheet

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

|                                                 |                         |
|-------------------------------------------------|-------------------------|
| Document Type                                   | <b>Instrument</b>       |
| Document Identification                         | <b>0959271</b>          |
| Number of Pages<br>(excluding this cover sheet) | <b>4</b>                |
| Document Assembled                              | <b>17/07/2026 12:34</b> |

**Copyright and disclaimer notice:**

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

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

2083452

959271

FEE

10/-

T. O.

FREEHOLD.

WILLIAM S. COOK.

VICTORIA.

TRANSFER OF LAND.



*THORNBURY PARK PROPRIETARY LIMITED* of 34 Queen Street Melbourne being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE HUNDRED AND TWENTY POUNDS ----- paid to it by Marcel Crivelli of Ferrars Place South Melbourne Physician who purchased the said land prior to the first day of January 1919) and in consideration of the sum of THREE HUNDRED AND SIXTY POUNDS paid to the said Marcel Crivelli by Elsie Grace Gray of 4 Station Street Ivanhoe Spinster DOETH HEREBY at the request and by direction of the said Marcel Crivelli testified by his execution of this Instrument TRANSFER to the said ELSIE GRACE GRAY All its estate and interest in ALL THAT piece of land being Lots Seventy one and Seventy two of Section B on Plan of Subdivision No. 6434 lodged in the Office of Titles being part of Crown Portions One hundred and thirty one and One hundred and thirty six at Northcote Parish of Jika Jika County of Bourke and being part of the land described in Certificate of Title Volume 3814 Folio 762801. Together with all registered appurtenant and reserved easements and together with a right of carriage way over ~~the road between~~ <sup>Hutton Street Hobson Street and St George's Road shown</sup> on the said Plan of Subdivision. And the said Elsie Grace Gray for herself her heirs -- executors administrators and transferees registered proprietor or proprietors for the time being of the said Lots Seventy one and Seventy two hereby transferred or any part thereof covenants with the said Thornbury Park Proprietary Limited and its transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that she or they will not at any time hereafter use or permit or allow to be used the land hereby transferred or any part thereof for quarrying or brickmaking operations nor dig -- carry away or remove any marl stone earth clay gravel or sand from off the said land hereby transferred and it is requested that this covenant shall be noted on and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

IMAGED

DATED the

19<sup>th</sup>

day of

August

One thousand



3814  
Col. Plate

Underman

Tor Etc Hutton

and Hobson

& St George's Road

Brown on SA

L.P.

Enc

The Gov. in

Tr 55271

11/11/20

25/11

2/9/20

2097044 (20042) 210022  
21112846

nine hundred and twenty.

THE COMMON SEAL of THORNBURY PARK

PROPRIETARY LIMITED was hereto -

affixed by Order of the Directors

  
DIRECTORS.

  
SECRETARY.

SIGNED by the said MARCEL CRIVELLI in)

Victoria in the presence of

*M. Crivelli*

*W. G. G. Thwait*  
*Clerk to Messrs. Blake & Riggall*  
*Solicitors Melbourne*

SIGNED by the said ELSIE GRACE GRAY in)

Victoria in the presence of

*Elsie Grace Gray*

*W. J. Taylor*  
*Clerk to Mr. William L. Cook*  
*Solicitor, Melbourne.*

ENCUMBRANCES REFERRED TO.

As to so much and such parts of the said Lots Seventy one and Seventy two as are colored blue the easements (if any) subsisting over upon or affecting the same.

DATED

1920.

THORNHURST PARK PROPRIETARY  
LIMITED.

(by direction)

-to-

MISS E. G. GRAY.

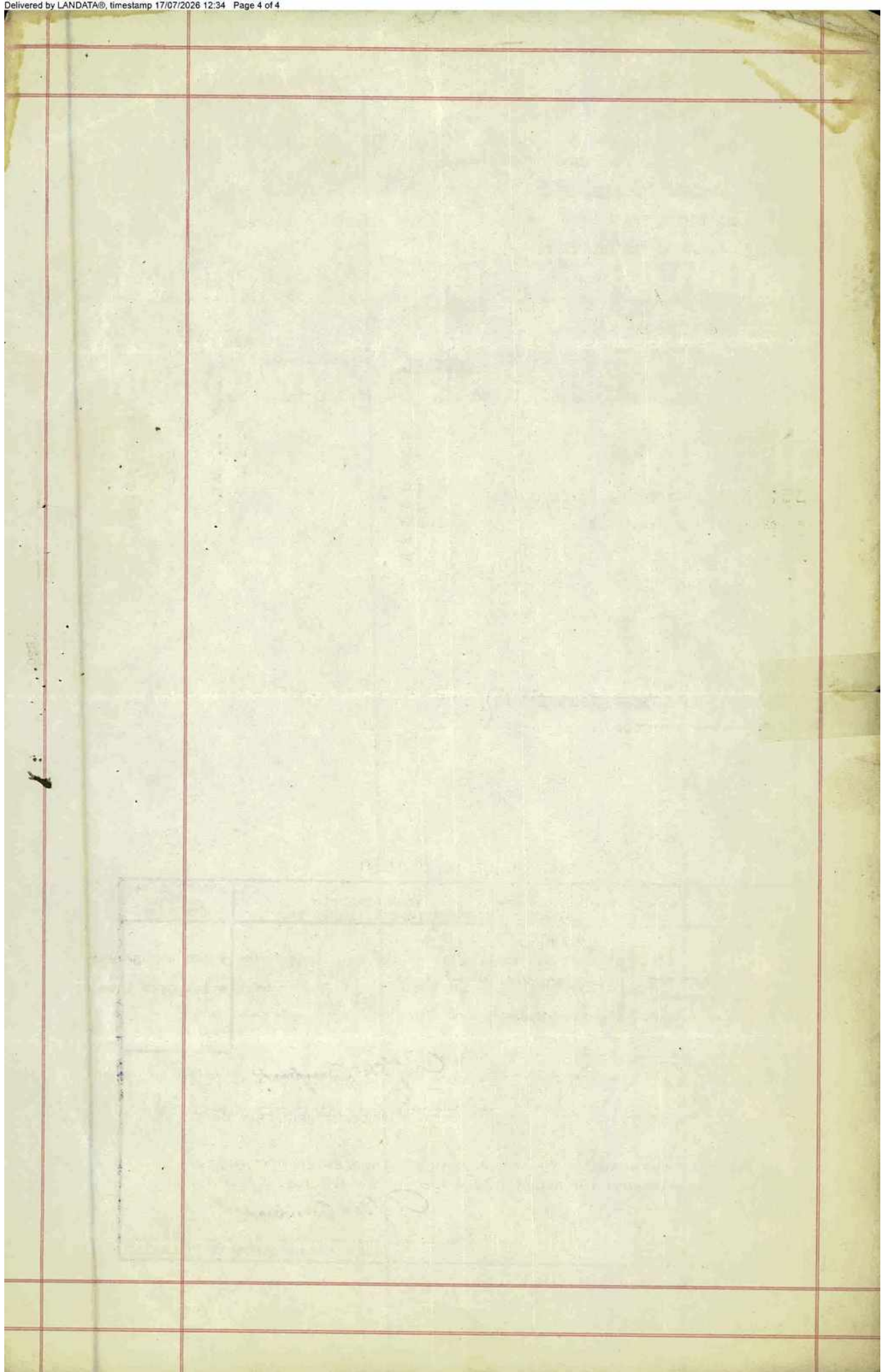
---

T R A N S F E R  
==

William S. COOK,  
60 Queen Street,  
Melbourne.

MEMORIAL OF INSTRUMENT.

| NATURE OF INSTRUMENT                                                                                                                                                                                                                                                                          | TIME OF ITS PRODUCTION FOR REGISTRATION       | TO WHOM GIVEN          | NUMBER OR SYMBOL THEREON |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|------------------------|--------------------------|
| Transfer as to part and Creation of Easement.                                                                                                                                                                                                                                                 | THE 24 <sup>th</sup> DAY OF<br>August<br>1920 | To<br>Elsie Grace Gray | 959271                   |
| <p><i>Alfred Comport.</i></p> <p>ASSISTANT REGISTRAR OF TITLES.</p> <p>3 Certify THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED, AT THE TIME<br/>LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL. 3814 FOL 762601</p> <p><i>Alfred Comport.</i></p> <p>ASSISTANT REGISTRAR OF TITLES.</p> |                                               |                        |                          |



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 30 July 2026 02:14 PM

## PROPERTY DETAILS

Address: **84 HUTTON STREET THORNBURY 3071**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **DAREBIN**

Council Property Number: **206498**

Planning Scheme: **Darebin**

Directory Reference: **Melway 30 D4**

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

[Planning Scheme - Darebin](#)

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **NORTHCOTE**

**OTHER**

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

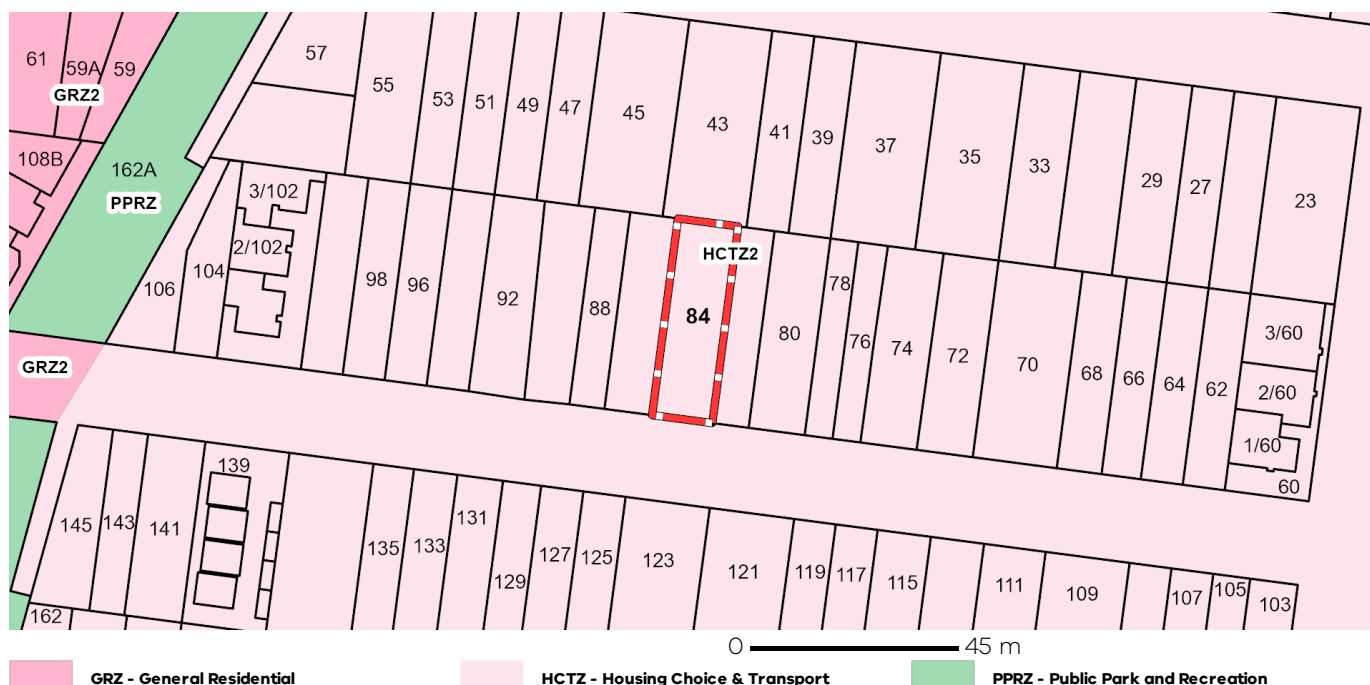
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

## Planning Zones

[HOUSING CHOICE AND TRANSPORT ZONE \(HCTZ\)](#)

[HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 2 \(HCTZ2\)](#)



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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



 **DCPO - Development Contributions Plan Overlay**

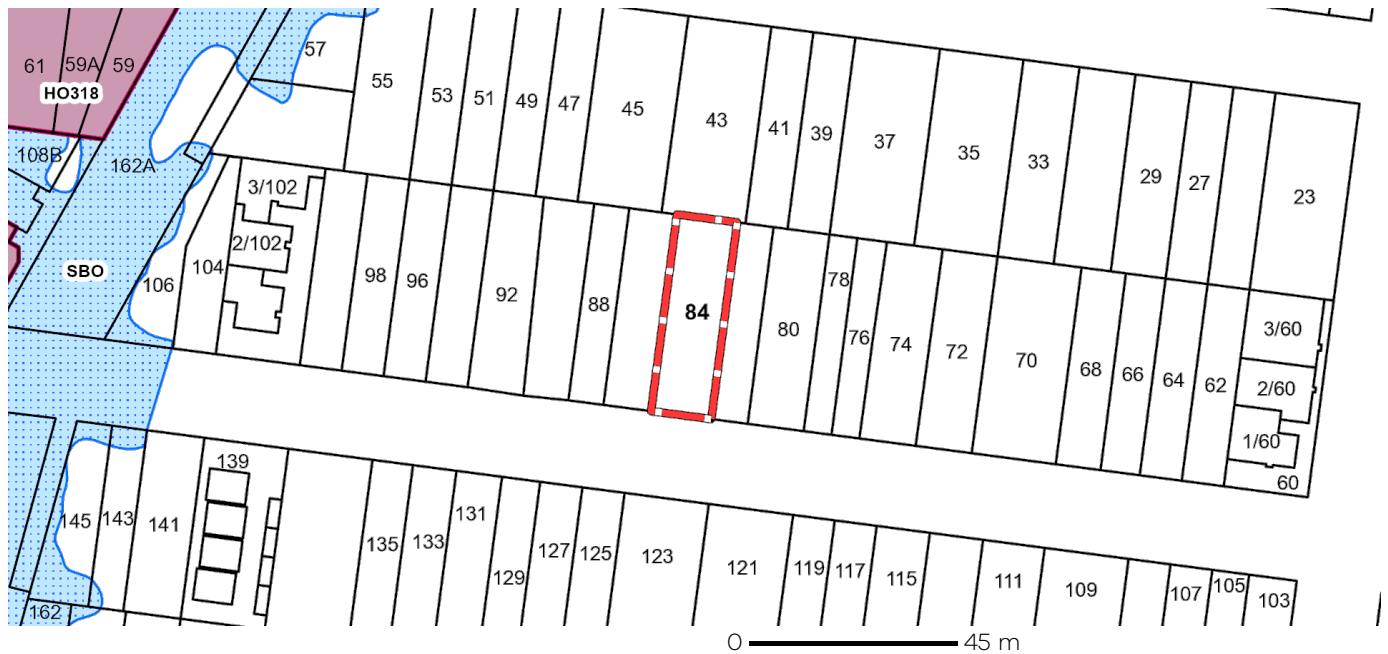
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)

#### SPECIAL BUILDING OVERLAY (SBO)



 **HO - Heritage Overlay**

 **SBO - Special Building Overlay**

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

## Further Planning Information

Planning scheme data last updated on 30 July 2026.

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

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

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

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

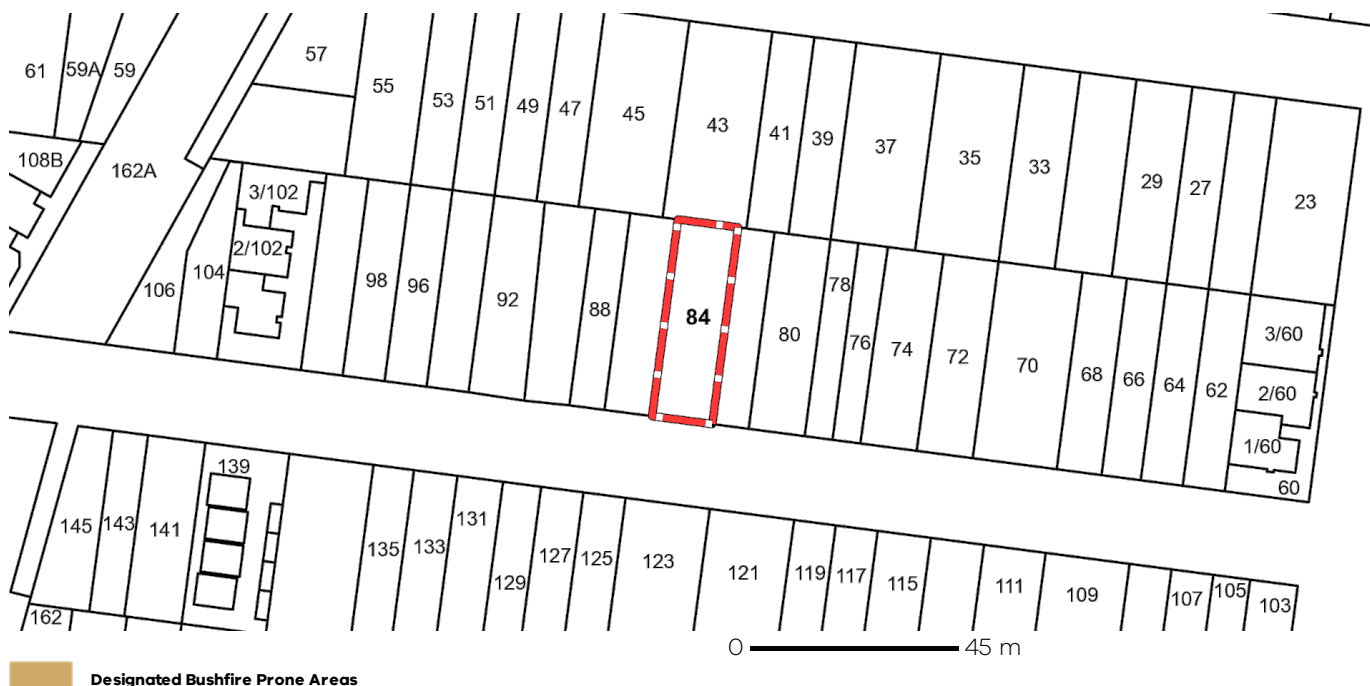
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

Created at 30 July 2026 02:14 PM

## PROPERTY DETAILS

Address: **84 HUTTON STREET THORNBURY 3071**

Lot and Plan Number: **This property has 2 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

Local Government Area (Council): **DAREBIN**

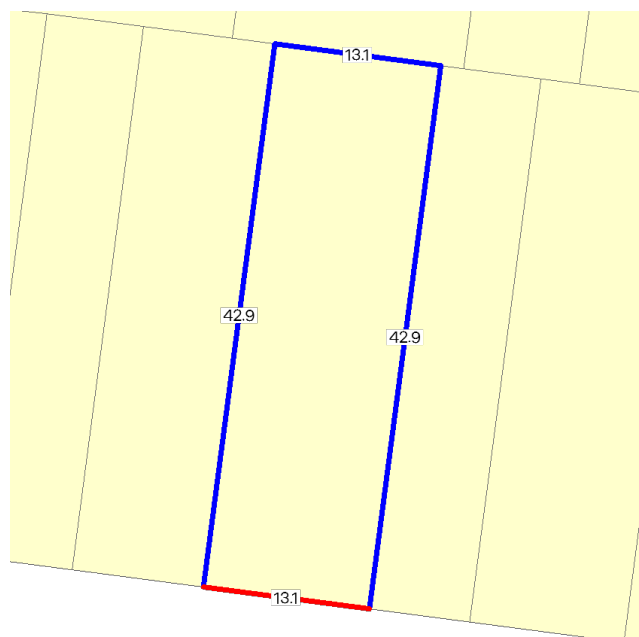
Council Property Number: **206498**

Directory Reference: **Melway 30 D4**

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

## SITE DIMENSIONS

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



**Area:** 563 sq. m

**Perimeter:** 112 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## PARCEL DETAILS

| Lot/Plan or Crown Description | SPI        |
|-------------------------------|------------|
| Lot 1 TP696547                | 1\TP696547 |
| Lot 2 TP696547                | 2\TP696547 |

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **NORTHCOTE**

# PROPERTY REPORT

## PLANNING INFORMATION

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

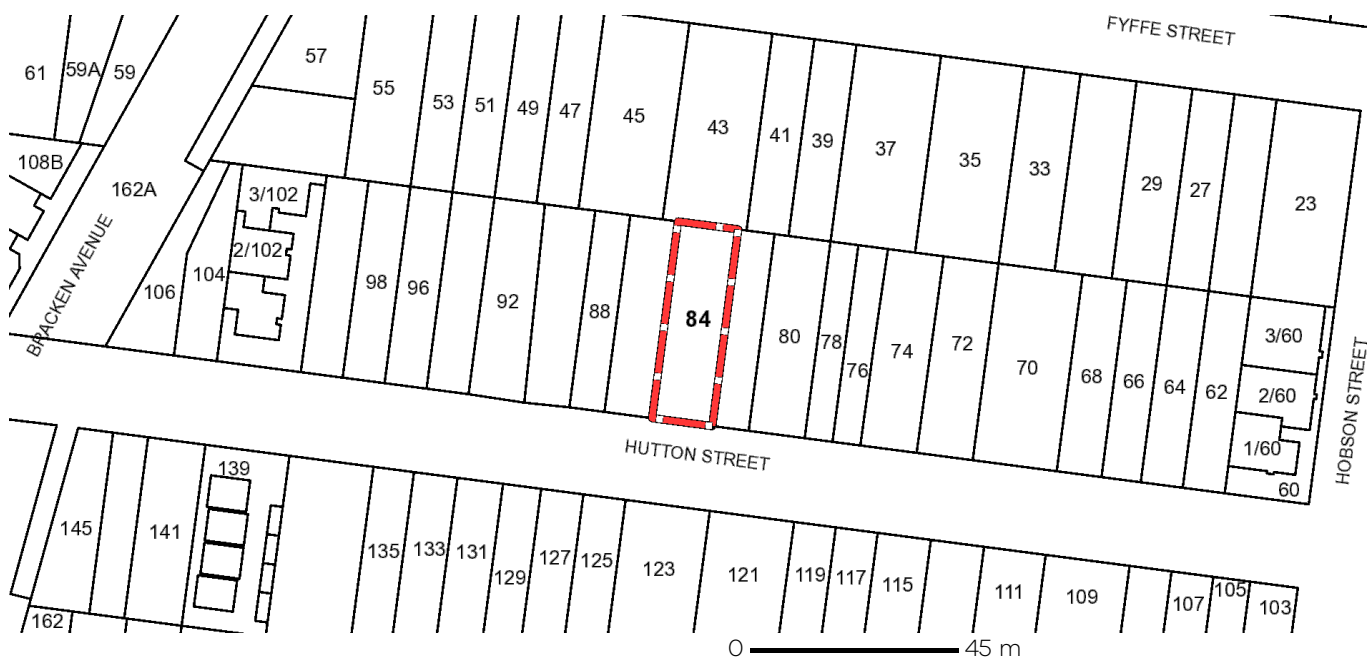
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

Residential Rental Agreement

84 Hutton Street Thornbury Vic Australia 3071

Nelson Alexander

119 High Street, Northcote, VIC 3070

03 9486 1800

Jessica Baker

jbaker@nelsonalexander.com.au

# Residential Rental Agreement

## *Residential Tenancies Act 1997*

### General

#### 1. Agreement

This **Agreement** is made between the **Rental Provider** who has appointed **Nelson Alexander** as its agent and the **Renter**.

#### 2. Premises and Rent

The **Rental Provider** lets the **Premises** to the **Renter** for the **Rental** of which the first instalment is payable on the **Commencement Date** and payable by the **Renter** to **Nelson Alexander**.

#### 3. Bond

The **Renter** shall pay a **Bond** to **Nelson Alexander** on or before the signing of this **Agreement**. Unless the **Rental** is greater than \$900.00 per week the maximum **Bond** is one month's rent. In some cases the **Rental Provider** may ask the Victorian Civil and Administrative Tribunal ("**VCAT**") to increase this limit.

In accord with the *Residential Tenancies Act 1997* the **Rental Provider** must lodge the **Bond** with the Residential Tenancies Bond Authority ("**RTBA**") within 10 business days of receiving the **Bond**. The **RTBA** will send the **Renter** a receipt for the **Bond**. If the **Renter** does not receive a receipt within 15 business days from when the **Bond** was paid the **Renter** may:

3.1. email the **RTBA** at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au); or

3.2. call the **RTBA** on 1300 137 164.

#### 4. Fixed Term Tenancy

The term of this **Agreement** shall be from the **Commencement Date** and ending on the **Expiry Date** and unless the **Agreement** terminates in accord with the *Residential Tenancies Act 1997*, this **Agreement** will continue as a periodic tenancy.

#### 5. Condition of the Premises

The **Rental Provider** must –

5.1. ensure that the **Premises** are maintained in good repair; and

5.2. if the **Rental Provider** owns or controls the common areas relating to the **Premises**, take reasonable steps so that the common areas are maintained in good repair.

#### 6. Damage to the Premises

6.1. The **Renter** must take care to avoid damaging the **Premises**

6.2. The **Renter** must take reasonable care to avoid damaging the **Premises** and any common areas.

6.3. The **Renter** who becomes aware of damage to the **Premises** must give notice to **Nelson Alexander** of any damage to the **Premises** as soon as practicable.

## 7. Cleanliness of the Premises

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

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

## 8. Use of the Premises

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

8.2. The **Renter** must 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.

## 9. Quiet Enjoyment

The **Rental Provider** must take all reasonable steps so that the **Renter** has quiet enjoyment of the **Premises**.

## 10. Transfer of Lease or Subletting

10.1. The **Renter** must not transfer or sublet the whole or any part of the **Premises** without the written consent of the **Rental Provider**. The consent of the **Rental Provider** must not be unreasonably withheld.

10.2. The **Rental Provider** must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the **Rental Provider** in relation to the preparation of a written transfer of this **Agreement**.

## 11. Residential Tenancies Act 1997

Each party must comply with the *Residential Tenancies Act 1997*. Reference should be made to the **Act** for further rights and duties. Additional terms which do not take away the rights and duties included in the **Act** may be set out in this Section. Any additional terms must also comply with the Unfair Contract Terms under the Australian Consumer Law. Contact Consumer Affairs Victoria on 1300 558 181 for further information.

## COMMENCING THE TENANCY

### 12. Residential Tenancy Database

In accord with Section 439 of the **Act** **Nelson Alexander** will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by **Nelson Alexander**. Provision of this information incurs a fee of \$30.00 plus GST per person.

### 13. Rental Provider Obligations

13.1. The **Rental Provider** may issue a notice to vacate in accord with the **Act** during the term of this **Agreement** and the **Renter** must vacate the **Premises** at the expiration of the notice period given in the notice to vacate.

13.2. The **Rental Provider** or **Nelson Alexander** may during the last month of the term of this **Agreement** place a "to let" notice on the **Premises**. The **Rental Provider** or **Nelson Alexander** may put on the **Premises** a notice or notices "for sale" or "auction" at any time during the term of this **Agreement**.

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

13.4. Unless this **Agreement** is specified in the **Schedule** to be for a fixed term the **Rental Provider** may, in accord with the provisions of Section 44 of the **Act**, increase the **Rental** by giving the **Renter** at least 90 day's notice of the increase.

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

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

#### 14. Availability of Premises

**Nelson Alexander** will use its best endeavours so that the **Premises** are available on the **Commencement Date**. The **Renter** acknowledges that if the **Premises** are not available on the **Commencement Date** the **Renter** will not make any claim against the **Rental Provider** or **Nelson Alexander**.

#### 15. Payment of Services

The **Renter** shall pay all charges in respect of the connection and consumption of water, electricity, gas, oil and telephone where the **Premises** is separately metered for these services as stipulated in the **Act**.

15.1. The **Renter** acknowledges that it is the responsibility of the **Renter** to arrange connection of services and power. It is the **Renter's** responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the **Rental Provider** or **Nelson Alexander** should the power not be connected at the commencement of this **Agreement**.

15.2. The **Renter** acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the **Premises** shall be at the cost of the **Renter**. The **Renter** must check with any preferred provider of telecommunication services before signing this **Agreement** to confirm the status and availability of a telephone line or NBN connection if the NBN is not yet connected.

#### 16. Contents Insurance

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

#### 17. Use of Premises

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

#### 18. No Representations

The **Renter** acknowledges that no promise, representation, warranty or undertaking has been given by the **Rental Provider** or **Nelson Alexander** in relation to the suitability of the **Premises** for the purposes of the **Renter** otherwise than as provided in this **Agreement**.

#### 19. Condition Report

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

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

#### 20. No Promise of Renewal

The **Renter** acknowledges that no promise, representation or warranty has been given by the **Rental Provider** or **Nelson Alexander** in relation to any further renewal of this **Agreement** other than as specified in the

## Schedule.

### 21. Landlord Termination

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

### 22. Lost Keys

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

### 23. Extra Keys

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

### 24. Owners Corporation

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

### 25. Floor Protection

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

## DURING THE TENANCY

### 26. Electrical Safety Checks

26.1. The Rental Provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by the **Rental Provider** in the **Premises** is conducted every 2 years by a licensed or registered electrician and must provide to the **Renter** in writing the date of the most recent safety check on request by the **Renter**.

26.2. If an electrical safety check of the **Premises** has not been conducted within the last 2 years at the time the **Renter** first occupies the **Premises** the **Rental Provider** must arrange for an electrical safety check as soon as practicable.

### 27. Gas Safety Activities

These safety related activities only apply if the **Premises** contain any appliances, fixtures or fittings which use or supply gas:

27.1. The **Rental Provider** must ensure that a gas safety check of all gas installations and fittings in the rented **Premises** is conducted every 2 years by a licensed or registered gas fitter and must provide in writing to the **Renter** the date of the most recent safety check on request by the **Renter**.

27.2. If a gas safety check has not been conducted within the last 2 years at the time the **Renter** first occupies the **Premises** the **Rental Provider** must arrange for a gas safety check as soon as practicable.

### 28. Smoke Alarm Safety Activities

28.1. The **Rental Provider** must ensure that:

28.1.1. any smoke alarm is correctly installed and in working condition; and

28.1.2. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and

28.1.3. the batteries in each smoke alarm are replaced as required.

28.2. The **Rental Provider** must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if the **Rental Provider** is notified by the **Renter** that it is not in working order.

28.3. On or before the commencement of this **Agreement** the **Rental Provider** must provide the **Renter** with the following information in writing:

28.3.1. information about how each smoke alarm in the **Premises** operates;

28.3.2. information about how to test each smoke alarm in the **Premises**;

28.3.3. information about the **Renter's** obligations not to tamper with any smoke alarm and to report if a smoke alarm in the **Premises** is not in working order.

28.4. The **Renter** must give written notice to the **Rental Provider** as soon as practicable after becoming aware that a smoke alarm in the **Premises** is not in working order.

## 29. Swimming Pool Barrier Safety Activities

These safety related activities only apply if the **Premises** contain a swimming pool:

29.1. the **Rental Provider** must ensure that the swimming pool barrier is maintained in good repair;

29.2. the **Renter** must give written notice to the **Rental Provider** as soon as practicable after becoming aware that the swimming pool barrier is not in working order;

29.3. the **Rental Provider** must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if the **Rental Provider** is notified by the **Renter** that it is not in working order;

29.4. the **Rental Provider** must provide the **Renter** with a copy of the most recent Certificate of Swimming Pool Barrier Compliance issued under the *Building Act 1993* on the request of the **Renter**.

## 30. Relocatable Swimming Pool Safety Activities

These safety related activities only apply if a relocatable swimming pool is erected or is intended to be erected at the **Premises**:

30.1. the **Renter** must not erect a relocatable swimming pool without giving written notice to the **Rental Provider** before erecting the pool;

30.2. the **Renter** must obtain any necessary approvals before erecting a relocatable swimming pool.

This safety related activity only applies to swimming pools or spas that hold water deeper than 300mm.

## 31. Bush Fire Prone Area Activities

This safety related activity only applies if the **Premises** are in a bushfire prone area and are required to have a water tank for bush fire safety.

31.1. if the **Premises** are in a designated bush fire prone area under Section 192A of the *Building Act 1993* and a water tank is required for fire fighting purposes the **Rental Provider** must ensure the water tank and any connected infrastructure is maintained in good repair as required;

31.2. the water tank must be full and clean at the commencement of this **Agreement**.

## 32. Changing Locks

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

### 33. Comply with Insurance

Subject to the **Renter** having been provided with a copy of any insurance policy maintained by the **Rental Provider**, the **Renter** must not knowingly do or allow anything to be done at the **Premises** that may invalidate any insurance policy or result in the premium being increased above the normal rate.

### 34. No Invalidating Insurance

The **Renter** shall not do or allow anything to be done which would invalidate any insurance policy on the **Premises** or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the **Premises**.

### 35. Additional Insurance Premium

The **Renter** agrees to pay to the **Rental Provider** within 14 days any additional premium charged to the **Rental Provider** by any insurance company as a result of any accidental or malicious breakage of items including (but not limited to) any glass, toilet bowl or wash basin in the **Premises** where the damage has been caused by the **Renter**, or by anyone at the **Premises** with the consent of the **Renter**.

### 36. Protection Against Damage

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

### 37. Loss or Damage

The **Rental Provider** shall not be liable to the **Renter** or anyone at the **Premises** for any loss or damage caused by the failure of the **Renter** to avoid damage to the **Premises** by the **Renter** or anyone at the **Premises** with the consent of the **Renter**.

### 38. Injury and Damage

The **Rental Provider** shall not be liable to the **Renter** or anyone at the **Premises** for any liability in respect of injury or damage to the **Renter** or to any third party or property arising from any conduct, act or omission by the **Renter**, or any servant, agent and/or invitee of the **Renter** including (but not limited to) any guest visiting the **Premises** on any short term letting of any part of the **Premises**.

### 39. Shared Services

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

### 40. No Servicing Vehicles

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

### 41. Report Damage or Injury

The **Renter** shall notify **Nelson Alexander** immediately on becoming aware of any damage to or defects in the **Premises** whether or not it might injure a person or cause damage to the **Premises**.

### 42. Notify Blockages

The **Renter** must as soon as practicable notify the **Rental Provider** or **Nelson Alexander** of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed

down the sewerage septic storm water or drainage systems. The **Renter** must pay the **Rental Provider** all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the **Renter** or a person that the **Renter** has allowed or permitted to be at the **Premises**. This obligation shall not extend to any defect or blockage caused by the **Rental Provider** or **Nelson Alexander** or their respective contractors.

#### 43. No Alterations

The **Renter** 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/exterior of the **Premises** without the prior written consent of the **Rental Provider**. The consent of the **Rental Provider** will not be unreasonably withheld. The consent of the **Rental Provider** may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The **Rental Provider** may require the **Renter** to remove such items affixed and make good any damage caused by such removal.

#### 44. Rubbish

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

#### 45. Pests

The **Renter** will be responsible for the extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the **Premises** while the **Renter** is in possession of the **Premises**.

#### 46. Hanging Clothes

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

#### 47. Replace Light Globes

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

#### 48. Pilot Lights

The **Renter** shall be responsible for checking and relighting any pilot light on any gas appliance including (but not limited to) any gas hot water system, gas heating unit and gas oven before reporting any fault to **Nelson Alexander**. If a tradesperson is sent by **Nelson Alexander** on behalf of the **Rental Provider** to relight a pilot light the **Tenant** shall be liable for all costs unless the relighting is due to a fault with the gas appliance.

#### 49. Check Smoke Detectors

The **Renter** must check each smoke detector in the **Premises** on a regular basis to ensure it is fully operational and to replace the battery with a battery of a similar type in each smoke detector on an annual basis or as required in between any servicing. The **Renter** must immediately notify **Nelson Alexander** of any faulty smoke detector or replace the batteries immediately if required. The **Renter** acknowledges that such checks are essential for the safety of the **Renter** and the security of the **Premises**.

#### 50. Smoke Free Zone

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

#### 51. Payment of Rental

All payments of **Rental** shall be made without demand by or on behalf of the **Rental Provider** and on time. No part payment will be accepted. The **Renter** acknowledges that cash will not be accepted as payment of **Rental**.

All payments of **Rental** are to be made by the method in Item 7 of the **Schedule** to this **Agreement** or as notified in writing by **Nelson Alexander** from time to time. Any dishonour fees will be recovered from the **Renter**. Any costs incurred by **Nelson Alexander** to retrieve **Rental** arrears shall be met by the **Renter**. The **Renter** shall be responsible for any bank charges due to dishonoured cheques. Once a cheque has been "referred to drawer" any further **Rental** payments must be made by cash bank cheque or electronic funds transfer (as directed by the **Rental Provider** or **Nelson Alexander**). No further personal cheque will be accepted in payment of **Rental**.

## 52. Fees and Changes

If the **Renter** fails to make a payment under the terms of this Agreement on or before the due date for payment and the **Rental Provider** or **Nelson Alexander** incurs fees and/or charges as a consequence of that failure, the **Renter** must reimburse the **Rental Provider** and/or **Nelson Alexander** the full amount of those fees and charges on demand. Fees and/or charges include (but not limited to) any additional interest paid or payable by the **Rental Provider** and/or **Nelson Alexander** to an authorised deposit taking institution, financier, service provider or contractor.

## 53. Rental Increase

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

## 54. Maintain Garden

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

## 55. Watering Garden

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

## 56. Rental Provider Repairs

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

56.2. The **Rental Provider** must ensure that the **Premises** are provided and maintained in good repair. If there is a need for an urgent repair the **Renter** must notify **Nelson Alexander** in writing.

## 57. Urgent Repairs

The **Renter** acknowledges that **Nelson Alexander** is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the **Renter** agrees to use all reasonable efforts to contact **Nelson Alexander** during business hours or after hours information service or **Nelson Alexander** approved after hours emergency tradespeople before any urgent repairs are completed. The **Renter** acknowledges having received the **Nelson Alexander** Emergency Repair Details which is to be used in the event of an emergency only.

## 58. Vehicle Parking

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

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

## 59. Pets

The **Renter** must not keep any animal, bird, or other pet at the **Premises** without first obtaining the written permission of the **Rental Provider** or **Nelson Alexander**. Permission will not be unreasonably withheld. In giving permission, the **Rental Provider** or **Nelson Alexander** may impose reasonable conditions. It is not unreasonable for the **Rental Provider** or **Nelson Alexander** to withhold permission if the rules of an owners corporation prohibit pets being on common property or kept on the **Premises**. If an occupant of the **Premises** is blind, permission will not be required for the occupant to have a trained guide dog at the **Premises** (unless permission must be obtained from an owners corporation).

## 60. Pools and Water Features

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

## 61. Rental Provider Entry

The **Rental Provider** or **Nelson Alexander** has the right to enter the **Premises** with the relevant written notice to

the **Renter**, in order to:

- Carry out duties specified in this **Agreement**, or the **Act** or any other legislation or law. (Notice Period – 24 Hours)
- Value the **Premises** or any property of which the **Premises** form part. (Notice Period - 7 days)
- Show prospective buyers or financial lenders through the **Premises**. (Notice Period - 48 hours)
- Show prospective new renters through the **Premises** (within 21 days of the termination of the tenancy). (Notice Period - 48 hours)
- Verify a reasonable belief that the **Renter** or any occupier may not have met any duties as a renter of the **Premises**. (Notice Period - 24 hours)
- Make one general inspection in any 6 month period, but not within the first 3 months of the tenancy. (Notice Period - 7 days)
- Family violence proceedings in VCAT. (Notice Period 24 hours)

## 62. Assignment and Sub-Letting

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

62.1. The **Renter** must as soon as practicable notify the **Rental Provider** or **Nelson Alexander** in writing and comply with clause 10 of this **Agreement**.

62.2. If the **Renter** transfers the tenancy or sub-lets any part of the **Premises** contrary to clause 10 of this **Agreement**, or if the **Renter** abandons the **Premises** or cancels the tenancy, the **Renter** may be required to reimburse the reletting expenses of the **Rental Provider** including (but not limited to) –

62.2.1 A pro-rata letting fee;

62.2.2 Advertising or marketing expenses incurred;

62.2.3 **Rental** data base checks on applicants;

62.2.4 **Rental** on the **Premises** until the first to occur of the lease being assigned or cancelled or expiry of the tenancy.

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

62.4. The obligation of the **Renter** to pay the reletting expenses of the **Rental Provider** is subject to the **Rental Provider** taking reasonable steps to mitigate any loss arising from default by the **Renter**.

## RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of **Renters** and **Rental Providers** under the **Act**. For more information visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting). The provisions of this **Agreement** must be read subject to the specific rights conferred and obligations imposed by the **Act**.

### 63. Use of the Premises

The **Renter**:

63.1. is entitled to quiet enjoyment of the **Premises**. The **Rental Provider** may only enter the **Premises** in accord with the **Act**; and

63.2. must not use the **Premises** for illegal purposes; and

63.3. must not cause a nuisance or interfere with the reasonable peace comfort or privacy of neighbours; and

63.4. must avoid damaging the **Premises** and common areas. Common areas include hallways driveways gardens and stairwells. Where damage occurs the **Renter** must notify the **Rental Provider** in writing; and

63.5. must keep the **Premises** reasonably clean.

### 64. Condition of the Premises

The **Rental Provider**:

64.1. must ensure that the **Premises** comply with the **Rental** Minimum Standards and is vacant and reasonably clean when the **Renter** moves into the **Premises**; and

64.2. must maintain the **Premises** in good repair and in a fit condition for occupation; and

64.3. agrees to do all the safety related maintenance and repair activities incorporated in this **Agreement**. The **Renter** must follow all safety related activities incorporated in this **Agreement** and not remove deactivate or otherwise interfere with the operation of prescribed safety devices at the **Premises**.

### 65. Modifications

Subject to the further provisions of this **Agreement** the **Renter**:

65.1. may make some modifications without seeking the consent of the **Rental Provider**. These modifications are listed on the Consumer Affairs Victoria website; and

65.2. must seek the consent of the **Rental Provider** before installing any other fixtures or additions; and

65.3. may apply to **VCAT** if the **Renter** believes that the **Rental Provider** has unreasonably refused consent for a modification mentioned in the **Act**; and

65.4. at the end of the **Agreement** must restore the **Premises** to the condition they were in before the **Renter** moved into the **Premises** (excluding fair wear and tear). This includes removing all modifications unless the parties agree that they do not need to be removed. The **Rental Provider** must not unreasonably refuse consent for the specified modifications. A list of the modifications that the **Rental Provider** cannot unreasonably refuse consent is available on the Consumer Affairs Victoria website.

## 66. Locks

The **Rental Provider** must ensure the **Premises**:

66.1. have locks to secure all windows capable of having a lock; and

66.2. have deadlocks (a deadlock is a dead latch with at least one cylinder for external doors that are able to be secured with a functioning deadlock); and

66.3. meets the Rental Minimum Standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that:

66.4. is operated by a key from the outside; and

66.5. may be unlocked from the inside with or without a key. The **Renter** must obtain consent from the **Rental Provider** to change a lock in the master key system. The **Rental Provider** must not unreasonably refuse consent for a **Renter** seeking to change a lock in the master key system.

The **Rental Provider** must not give a key to a person excluded from the Premises under:

66.6. a family violence intervention order; or

66.7. a family violence safety notice; or

66.8. a recognised non-local domestic violence order; or

66.9. a personal safety intervention order.

## 67. Repairs

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

## 68. Urgent Repairs

The **Act** defines "urgent repairs". Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information. Visit [www.consumer.vic.gov.au/urgentrepairs](http://www.consumer.vic.gov.au/urgentrepairs).

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water cooking heating or laundering supplied by the **Rental Provider**.

The **Rental Provider** must carry out urgent repairs after being notified. A **Renter** may arrange for urgent repairs to be done if the **Renter** has taken reasonable steps to arrange for the **Rental Provider** to immediately do the repairs and the **Rental Provider** has not carried out the repairs. If the **Renter** has arranged for urgent repairs the **Renter** may be reimbursed directly by the **Rental Provider** for the reasonable cost of repairs up to \$2,500.00.

The **Renter** may apply to VCAT for an order requiring the **Rental Provider** to carry out urgent repairs if:

68.1. the **Renter** cannot meet the cost of the repairs; or

68.2. the cost of repairs is more than \$2,500.00; or

68.3. the **Rental Provider** refuses to pay the cost of repairs if any such repairs are carried out by the **Renter**.

## 69. Non-Urgent Repairs

The **Renter** must notify the **Rental Provider** in writing as soon as practicable of:

69.1. damage to the **Premises**; and

69.2. breakdown of facilities fixtures furniture or equipment supplied by the **Rental Provider**.

The **Rental Provider** must carry out non-urgent repairs in a reasonable time.

The **Renter** may apply to **VCAT** for an order requiring the **Rental Provider** to do the repairs if the **Rental Provider** has not carried out the repairs within 14 days of receiving notice of the need for repair.

#### 70. Assignment or Sub-Letting

The **Renter** must not assign (transfer to another person) or sub-let the whole or any part of the **Premises** without the written consent of the **Rental Provider**. The **Rental Provider** may give the **Renter** notice to vacate if the **Renter** assigns or sub-lets the **Premises** without consent.

The **Rental Provider**:

70.1. cannot unreasonably withhold consent to assign or sub-let the **Premises**; and

70.2. must not demand or receive a fee or payment for consent other than any reasonable expenses incurred by the assignment.

#### 71. Rent

The **Rental Provider** must give the **Renter** at least 60 days written notice of a proposed **Rent increase**.

The **Rent** cannot be increased more than once every 12 months.

The **Rental Provider** must not increase the **Rent** under a fixed term agreement unless the **Agreement** provides for an increase by specifying the amount of increase or the method of calculating the **Rental** increase.

#### 72. Access and Entry

The **Rental Provider** may enter the **Premises**:

72.1. at any time if the **Renter** has agreed within the last 7 days; and

72.2. to do an inspection but not more than once every 6 months; and

72.3. to comply with the duties of the **Rental Provider** under the **Act**; and

72.4. to show the **Premises** or conduct an open inspection to sell rent or value the **Premises**; and

72.5. to take images or video for advertising a property that is for sale or rent; and

72.6. if the **Rental Provider** believes the **Renter** has failed to follow the duties of the **Renter** under the **Act**; and

72.7. to do a pre-termination inspection where the **Renter** has applied to have the **Agreement** terminated because of family violence or personal violence.

The **Renter** must allow entry to the **Premises** where the **Rental Provider** has followed proper procedure.

The **Renter** is entitled to a set amount of compensation for each sales inspection.

#### 73. Pets

Subject to the provisions of clause 59:

73.1. the **Renter** must seek consent from the **Rental Provider** before keeping any pet at the **Premises**;

73.2. the **Rental Provider** must not unreasonably refuse a request to keep a pet at the **Premises**.

### ENDING THE TENANCY

#### 74. Rental Provider Notice

If the **Rental Provider** requires possession of the **Premises** when the tenancy ends, the **Rental Provider** will

give the **Renter** the notice required by and in the manner prescribed by the **Act**.

#### 75. Renter Notice

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

#### 76. Periodic Tenancy

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

#### 77. Rental Provider Expenses

If the **Renter** decides to vacate the **Premises** during the term of this **Agreement** for whatever reason, the **Renter** shall be responsible for reimbursing to the **Rental Provider** or **Nelson Alexander** the following costs on a basis that is proportionate to the actual costs of securing a new **Renter**:

77.1. Any letting fee payable to **Nelson Alexander** by the **Rental Provider**;

77.2. Marketing costs as incurred by **Nelson Alexander**;

77.3. National tenancy database checks on each applicant or as required;

77.4. The continued payment of **Rental** until the first to occur of the **Premises** being re-let or the current term of this **Agreement** expiring;

77.5. If the **Premises** are re-let at a lower **Rental**, the **Renter** must pay to the **Rental Provider** any difference or shortfall as required.

#### 78. Return Keys

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

#### 79. No Set-Off

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

#### 80. Remove Personal Property

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

#### 81. Window Cleaning

The **Renter** agrees to have all windows at the **Premises** cleaned (both internally and externally) in a professional manner immediately prior to vacating the **Premises**.

#### 82. Carpet Cleaning

Subject to the provisions of the following clause the **Renter** will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the **Premises** to be professionally steam cleaned or dry cleaned (at the direction of the **Rental Provider**) by a reputable carpet cleaning contractor and provide **Nelson Alexander** with an invoice/receipt for such work. The cleanliness of the carpet as stated on the incoming condition report completed at the commencement of the tenancy will be taken into consideration in

assessing the quality or outcome of such cleaning.

### 83. Professional Cleaning

83.1. The **Rental Provider** must not require the **Renter** to arrange professional cleaning or cleaning to a professional standard on the termination of this **Agreement** unless:

83.1.1. professional cleaning or cleaning to a professional standard was carried out to the **Premises** immediately before the start of this **Agreement** and the **Renter** was advised that professional cleaning or cleaning to a professional standard has been carried out to the **Premises** immediately before the start of this **Agreement**; or

83.1.2. professional cleaning or cleaning to a professional standard is required to restore the **Premises** to the same condition they were in immediately before the start of this **Agreement** having regard to the **Condition Report** and taking into account fair wear and tear.

83.2. The **Renter** must have all or part of the **Premises** professionally cleaned or pay the cost of having all or part of the **Premises** professionally cleaned if professional cleaning becomes required to restore the **Premises** to the condition they were in immediately before the start of this **Agreement** having regard to the **Condition Report** and taking into account fair wear and tear.

### 84. Definitions and Interpretation

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

## ADDITIONAL REQUIREMENTS

### 85. Electronic Notices

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

### 86. Change of Electronic Address

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

### 87. Withdraw Consent

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

### 88. Furnishings

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

### 89. Care for Furnishings

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

#### 90. Repair/Replacement of Furnishings

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

#### 91. Cost of Repairs/Replacements

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

#### SPECIAL CONDITIONS

List any additional terms to this **Agreement**. The terms listed must not exclude restrict or modify any of the rights and duties included in the **Act**. Any additional terms applicable to this **Agreement** will be listed at the end of the **Schedule**.

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

#### Privacy Collection Notice

As professional property managers **Nelson Alexander** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9486 1800 or [northcote.rentals@nelsonalexander.com.au](mailto:northcote.rentals@nelsonalexander.com.au).

#### Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Nelson Alexander** services

- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025)
- Other Real Estate Agents, Rental Providers and Valuers

### Secondary Purpose

**Nelson Alexander** also collect your personal information to:

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

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

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

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

The **Nelson Alexander** privacy policy can be viewed without charge on the **Nelson Alexander** website; [www.nelsonalexander.com.au](http://www.nelsonalexander.com.au) or contact your local **Nelson Alexander** office and we will send or email you a free copy.

## Schedule

**Item 1: Date of agreement:** 20/03/2026

[If this Agreement is signed by the parties on different days the date of this Agreement is the date the last person signs this Agreement.]

**Item 2: Rental Provider**

Name: Mandy Williamson

ACN (if applicable):

**Item 3: Nelson Alexander**

Registered Business Name: Nelson Alexander Northcote

Address: 119 High Street, Northcote, VIC 3070

Telephone: 0429 313 216

Email Address for Notices: [jbaker@nelsonalexander.com.au](mailto:jbaker@nelsonalexander.com.au)

**Nelson Alexander** consents to electronic service of Notices: Yes

**Item 4: Renter**

Full name of **renter 1** : Ryan Angus Mitchell  
Current address : 84 Hutton Street Thornbury Vic Australia 3071  
Phone number : +61449926199  
Email address : Ry7@icloud.com

Full name of **renter 2** : Laura May Grogan  
Current address : 84 Hutton Street Thornbury Vic Australia 3071  
Phone number : +61460926878  
Email address : lauramaygrogan@gmail.com

Full name of **renter 3** : Hilary A Nykwest  
Current address : 84 Hutton Street Thornbury Vic Australia 3071  
Phone number : +61481722048  
Email address : hnykwest@gmail.com

Full name of **renter 4** : Piero Montessori  
Current address : 84 Hutton Street Thornbury Vic Australia 3071  
Phone number : +61434632358  
Email address : pierocarlomontessori@gmail.com

Full name of **renter 5** : Jacob Simmons  
Current address : 84 Hutton Street Thornbury Vic Australia 3071  
Phone number : +61476292099  
Email address : jacobwsimmons@gmail.com

**Renter** consents to electronic service of notices: Yes

**Item 5: Premises**

The **Rental Provider** lets the **Premises** known as 84 Hutton Street Thornbury Vic Australia 3071

**Item 6: Rental**

**The rent is: \$5040.00 Monthly** and payable **Monthly in advance** to be paid on **the 10th of each month** with the first rental instalment payable on or before the **10/05/2026**.

**Item 7: Rental Payments to Nelson Alexander**

Via **Direct Payment**

**Reference: 105604**

**Item 8: Bond**

**\$4345.00 PAID TO RTBA**

If the **Renter** does not receive a bond receipt from the Residential Tenancies Bond Authority within 15 business

days of paying the bond, the **Renter** should contact the Residential Tenancies Bond Authority.

**Item 9: Authorised Urgent Repairs**

\$2500.00 (Incl. GST)

Urgent repairs Tel:

**Item 10: Fixed Term**

**Item 11: Start Date:** 10/05/2026

**Item 12: End Date:** 09/05/2027



20 Mar 2026

.....  
Date

**Primary Tenant:** Ryan Mitchell



20 Mar 2026

.....  
Date

**Secondary Tenant:** Laura May Grogan



20 Mar 2026

.....  
Date

**Secondary Tenant:** Hilary Nykwist



20 Mar 2026

.....  
Date

**Secondary Tenant:** Piero Montessori



20 Mar 2026

.....  
Date

**Secondary Tenant:** Jacob Simmons



20 Mar 2026

.....  
**Agent:** Jessica Baker

.....  
Date



# Quote

**Seven Roofing Northern Suburbs**

ABN : 25167493276

Mobile: +61451131126

info.rnsm@gmail.com

75 Stagecoach boulevard South Morang

Alex Umarov

**TO**

Mandy

0421174818

84 Hutton Street Thornbury

**Quote #**

Q2816

**Date**

08 Feb 2024

| Item                                                                        | Quantity | Price              | Amount            |
|-----------------------------------------------------------------------------|----------|--------------------|-------------------|
| Provide extra tiles and replace any broken tiles                            | 1        |                    |                   |
| Replace 6 meters of led flashing on the wall joint on the side of the house | 1        | \$1,500.00         | \$1,500.00        |
| Reseal the frames of the leaking window                                     | 1        |                    |                   |
| Fix the side flashing of the AC unit and install storm seal                 | 1        | \$500.00           | \$500.00          |
| 7 Years Comprehensive Product Quality and Workmanship Warranty              | 1        |                    |                   |
| Remove all rubbish and clean the job site                                   | 1        |                    |                   |
|                                                                             |          | Subtotal           | \$2,000.00        |
|                                                                             |          | Discount           | (\$360.00)        |
|                                                                             |          | GST (10%)          | \$164.00          |
|                                                                             |          | <b>Grand Total</b> | <b>\$1,804.00</b> |

By signing this document, customer agrees to pay the deposit of 10% of the total amount prior to commencement of the works. Bank: Commonwealth Bank BSB: 063 104 Acc #: 10612003

**Mandy**

---

( / / )

X

Invoice#INV1771.pdf

Seven Roofing Northern Suburbs

Invoice

Seven Roofing Northern Suburbs  
ABN : 25167493276  
Mobile: +61451131126  
info.rrnsm@gmail.com  
75 Stagecoach boulevard South Morang  
Alex Umarov

| <b>TO</b><br>Mandy<br>0421174818<br>84 Hutton Street Thornbury                               |          | <b>Invoice #</b>  | INV1771           |
|----------------------------------------------------------------------------------------------|----------|-------------------|-------------------|
|                                                                                              |          | <b>Date</b>       | 16 Sep 2022       |
|                                                                                              |          | <b>Due date</b>   | 23 Sep 2022       |
| Item                                                                                         | Quantity | Price             | Amount            |
| Provide extra tiles and replace any broken tiles                                             | 1        |                   |                   |
| Replace 5 meters of led flashing on the wall joint                                           | 1        | \$1,100.00        | \$1,100.00        |
| Replace flashings behind the 2 chimneys                                                      | 1        | \$900.00          | \$900.00          |
| Fix and reseal all other existing flashings                                                  | 1        | \$500.00          | \$500.00          |
| Remove all rubbish and clean the job site                                                    | 1        |                   |                   |
| <b>Payment via Bank transfer</b><br>Bank: Commonwealth bank<br>BSB: 063104<br>Acc # 10612003 |          | Subtotal          | \$2,500.00        |
|                                                                                              |          | Discount          | (\$1,000.00)      |
|                                                                                              |          | GST (10%)         | \$150.00          |
|                                                                                              |          | Total             | \$1,650.00        |
|                                                                                              |          | <b>Amount Due</b> | <b>\$1,650.00</b> |

By signing this document, customer agrees to pay the deposit of 10% of the total amount prior to commencement of the works. Bank: Commonwealth Bank BSB: 063 104 Acc #: 10612003

Mandy

( / / )



Drive



Share



# Invoice

**Seven Roofing Northern Suburbs**

ABN : 25167493276

Mobile: +61451131126

info.rrnsm@gmail.com

75 Stagecoach boulevard South Morang

Alex Umarov

**TO**

Mandy

0421174818

84 Hutton Street Thornbury

**Invoice #**

INV1880

**Date**

22 Mar 2024

**Due date**

29 Mar 2024

| Item                                                                        | Quantity | Price      | Amount     |
|-----------------------------------------------------------------------------|----------|------------|------------|
| Provide extra tiles and replace any broken tiles                            | 1        |            |            |
| Replace 6 meters of led flashing on the wall joint on the side of the house | 1        | \$1,500.00 | \$1,500.00 |
| Reseal the frames of the leaking window                                     | 1        |            |            |
| Fix the side flashing of the AC unit and install storm seal                 | 1        | \$500.00   | \$500.00   |
| 7 Years Comprehensive Product Quality and Workmanship Warranty              | 1        |            |            |
| Remove all rubbish and clean the job site                                   | 1        |            |            |

**Payment via Bank transfer**

Bank: Commonwealth bank

BSB: 063104

Acc # 10612003

Subtotal \$2,000.00

Discount (\$360.00)

GST (10%) \$164.00

Total \$1,804.00

**Amount Due \$1,804.00**

By signing this document, customer agrees to pay the deposit of 10% of the total amount prior to commencement of the works. Bank: Commonwealth Bank BSB: 063 104 Acc #: 10612003

**Mandy**

---

( / / )

Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



the place  
to live

**Certificate Number: 447/2026**  
**Darebin Reference Number: 37551.9**

Landata Counter Services  
GPO BOX 527  
MELBOURNE VIC 3001

**LAND INFORMATION CERTIFICATE  
SECTION 229 LOCAL GOVERNMENT ACT 1989**

|                             |                                                                                   |
|-----------------------------|-----------------------------------------------------------------------------------|
| <b>Date of Issue</b>        | 20-Jul-2026                                                                       |
| <b>Assessment Number</b>    | <b>37551.9</b>                                                                    |
| <b>Applicant Reference</b>  | 81242273-014-0:129678                                                             |
| <b>Certificate Number</b>   | 447/2026                                                                          |
| <b>Property Location</b>    | 84 Hutton Street THORNBURY VIC 3071                                               |
| <b>Property Description</b> | CT-4520/995 Lot 1 TP 696547C, Lot 2 TP 696547C<br>AVPCC 110.3 - Detached Dwelling |

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

**The level of value date is 1-Jan-2026 and the date of operation of the valuation for this property is 01-July-2026.**

|                               |                    |
|-------------------------------|--------------------|
| Site Value                    | \$1,240,000        |
| <b>Capital Improved Value</b> | <b>\$1,730,000</b> |
| Net Annual Value              | \$86,500           |

Revenue Services  
274 Gower Street, Preston Victoria 3072  
Postal Address:  
PO Box 91, Preston Victoria 3072



the place  
to live

**Certificate Number: 447/2026**  
**Darebin Reference Number: 37551.9**

**Rates and charges levied for the period 01/07/2026 - 30/06/2027**

*Council uses Capital Improved Value for rating purposes at the following rate in the \$:*

|                    |                   |                         |                   |
|--------------------|-------------------|-------------------------|-------------------|
| Residential        | <b>0.00176097</b> | Residential Vacant Land | <b>0.00528293</b> |
| Business           | <b>0.00308171</b> | Business Vacant Land    | <b>0.00704391</b> |
| Vacant Retail Land | <b>0.00704391</b> | Mixed Use Land          | <b>0.00246537</b> |

|                                                                        |                   |
|------------------------------------------------------------------------|-------------------|
| <b>Arrears to 30-Jun-2026</b>                                          | \$0.00            |
| <b>Arrears of Legal Fees</b>                                           | \$0.00            |
| <b>General Rates</b>                                                   | \$3,046.50        |
| <b>Emergency Services Volunteers Fund</b>                              | \$438.30          |
| <b>Environmental Charge</b>                                            | \$597.75          |
|                                                                        |                   |
| <b>Interest on Current Rates to Date</b>                               | \$0.00            |
| <b>Interest on Arrears to Date</b>                                     | \$0.00            |
| <b>Legal Costs</b>                                                     | \$0.00            |
| <b>Lees State Government Pension Rebate</b>                            | \$0.00            |
| <b>Less Council Concession</b>                                         | \$0.00            |
| <b>Less FSPL Rebate</b>                                                | \$0.00            |
| <b>Less Payments</b>                                                   | \$0.00            |
| <b>Rates and Charges due:</b>                                          | \$4,082.55        |
| <b>Special Rates and Charges due:</b>                                  | \$0.00            |
| <b>Total due for property:<br/>84 Hutton Street THORNBURY VIC 3071</b> | <b>\$4,082.55</b> |

**Pay settlements by:**

- BPAY quoting Biller Code: **7831** and reference number **0375519**  
**To pay \$4,082.55**
- Council's website by Visa or MasterCard visiting [darebin.vic.gov.au](http://darebin.vic.gov.au)  
**Reference number 375519 to pay \$4,082.55**

**To obtain a Land Information Certificate update please telephone 03 8470 8880 or email [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au) with your certificate number and the property address.**

**Certificate Number: 447/2026**  
**Darebin Reference Number: 37551.9**

### ***General Information***

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to [revenue@darebin.vic.gov.au](mailto:revenue@darebin.vic.gov.au)

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit [www.darebin.vic.gov.au](http://www.darebin.vic.gov.au) to view a copy of Council's Policy.

**DISCLAIMER:** Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

**Vendor Conveyancer note:** If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services  
274 Gower Street, Preston Victoria 3072  
*Postal Address:*  
PO Box 91, Preston Victoria 3072



the place  
to live

**Certificate Number: 447/2026**  
**Darebin Reference Number: 37551.9**

**IMPORTANT INFORMATION RELATING TO THIS PROPERTY**

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$31.40 being the fee for this certificate.

Yvonne Condello  
**REVENUE SERVICES COORDINATOR**

17th July 2026

Easy Link Conveyancing, care of Landchecker C/- LA  
LANDATA  
[certificates@landata.vic.gov.au](mailto:certificates@landata.vic.gov.au)

Dear Easy Link Conveyancing, care of Landchecker C/- LA,

**RE: Application for Water Information Statement**

|                                        |                                                               |
|----------------------------------------|---------------------------------------------------------------|
| <b>Property Address</b>                | 84 HUTTON STREET THORNBURY 3071                               |
| <b>Applicant</b>                       | Easy Link Conveyancing, Care Of Landchecker C/- La<br>LANDATA |
| <b>Information Statement</b>           | 31050186                                                      |
| <b>Conveyancing Account<br/>Number</b> | 7959580000                                                    |
| <b>Your Reference</b>                  | 41453                                                         |

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

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

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

Yours sincerely,



Lisa Anelli  
General Manager  
Retail Services

**Yarra Valley Water Property Information Statement**

|                  |                                 |
|------------------|---------------------------------|
| Property Address | 84 HUTTON STREET THORNBURY 3071 |
|------------------|---------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

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

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

**Melbourne Water Property Information Statement**

|                  |                                 |
|------------------|---------------------------------|
| Property Address | 84 HUTTON STREET THORNBURY 3071 |
|------------------|---------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

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

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

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



Easy Link Conveyancing, care of Landchecker C/- LA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7959580000

**Date of Issue:** 17/07/2026

**Rate Certificate No:** 31050186

**Your Ref:** 41453

With reference to your request for details regarding:

| Property Address                 | Lot & Plan | Property Number | Property Type |
|----------------------------------|------------|-----------------|---------------|
| 84 HUTTON ST, THORNBURY VIC 3071 | 1\TP696547 | 1063690         | Residential   |

| Agreement Type                                                                   | Period                              | Charges  | Outstanding |
|----------------------------------------------------------------------------------|-------------------------------------|----------|-------------|
| Residential Water Service Charge                                                 | 01/07/2026 to 30/09/2026            | \$22.30  | \$22.30     |
| Residential Sewer Service Charge                                                 | 01/07/2026 to 30/09/2026            | \$127.37 | \$127.37    |
| Parks Fee                                                                        | 01/07/2026 to 30/09/2026            | \$23.25  | \$23.25     |
| Drainage Fee                                                                     | 01/07/2026 to 30/09/2026            | \$32.91  | \$32.91     |
| Usage Charges are currently billed to a tenant under the Residential Tenancy Act |                                     |          |             |
| Other Charges:                                                                   |                                     |          |             |
| Interest                                                                         | No interest applicable at this time |          |             |
| No further charges applicable to this property                                   |                                     |          |             |
| Balance Brought Forward                                                          |                                     | \$0.00   |             |
| Total for This Property                                                          |                                     | \$205.83 |             |



Lisa Anelli  
General Manager  
Retail Services

### Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2026, Residential Water Usage is billed using the following step pricing system: 285.94 cents per kilolitre for the first 440 litres per day; 365.48 cents per kilolitre for 441-880 litres per day and 541.45 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2026, Residential Water and Sewer Usage is billed using the following step pricing system: 383.13 cents per kilolitre for the first 440 litres per day; 502.68 cents per kilolitre for 441-880 litres per day and 584.03 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2026, Residential Recycled Water Usage is billed 201.33 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

---

**Property No:** 1063690

**Address:** 84 HUTTON ST, THORNBURY VIC 3071

**Water Information Statement Number:** 31050186

## HOW TO PAY



**Biller Code:** 314567  
**Ref:** 19252129775

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

# Property Clearance Certificate

## Land Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

**Your Reference:** LD:81242273-011-9.41453

**Certificate No:** 10543037

**Issue Date:** 20 JUL 2026

**Enquiries:** ESYSPROD

**Land Address:** 84 HUTTON STREET THORNBURY VIC 3071

| Land Id | Lot | Plan   | Volume | Folio | Tax Payable |
|---------|-----|--------|--------|-------|-------------|
| 9141122 | 2   | 696547 | 4520   | 995   | \$0.00      |
|         | 1   | 696547 |        |       |             |

**Vendor:** MANDY ANN WILLIAMSON

**Purchaser:** TBA TBA

| Current Land Tax        | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total  |
|-------------------------|------|--------------------|------------------|------------------|--------|
| MS MANDY ANN WILLIAMSON | 2026 | \$1,190,000        | \$0.00           | \$0.00           | \$0.00 |

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

| Current Vacant Residential Land Tax | Year | Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|-------------------------------------|------|---------------------|---------------|------------------|-------|
|-------------------------------------|------|---------------------|---------------|------------------|-------|

**Comments:**

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

| Arrears of Vacant Residential Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|----------------------------------------|------|------------------|------------------|-------|
|----------------------------------------|------|------------------|------------------|-------|

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$1,650,000

SITE VALUE (SV): \$1,190,000

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

# Notes to Certificate - Land Tax

**Certificate No:** 10543037

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$6,360.00

Taxable Value = \$1,190,000

Calculated as \$4,650 plus ( \$1,190,000 - \$1,000,000) multiplied by 0.900 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$16,500.00

Taxable Value = \$1,650,000

Calculated as \$1,650,000 multiplied by 1.000%.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 10543037

### 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: 10543037

### 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

## Commercial and Industrial Property Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

**Your Reference:** LD:81242273-011-9.41453

**Certificate No:** 10543037

**Issue Date:** 20 JUL 2026

**Enquires:** ESYSPROD

**Land Address:** 84 HUTTON STREET THORNBURY VIC 3071

| Land Id | Lot                       | Plan           | Volume                              | Folio                                                    | Tax Payable |
|---------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|-------------|
| 9141122 | 2                         | 696547         | 4520                                | 995                                                      | \$0.00      |
|         | 1                         | 696547         |                                     |                                                          | \$0.00      |
| AVPCC   | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment                                                  |             |
| 110.3   | N/A                       | N/A            | N/A                                 | The AVPCC allocated to the land is not a qualifying use. |             |

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

**Paul Broderick**  
Commissioner of State Revenue

|                                |                    |
|--------------------------------|--------------------|
| <b>CAPITAL IMPROVED VALUE:</b> | <b>\$1,650,000</b> |
| <b>SITE VALUE:</b>             | <b>\$1,190,000</b> |
| <b>CURRENT CIPT CHARGE:</b>    | <b>\$0.00</b>      |

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10543037

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

## Commercial and industrial property tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on commercial and industrial property tax to a purchaser

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



EASY LINK CONVEYANCING, CARE OF LANDCHECKER

|                 |                         |
|-----------------|-------------------------|
| Your Reference: | LD:81242273-011-9.41453 |
| Certificate No: | 10543037                |
| Issue Date:     | 20 JUL 2026             |

|               |                                     |        |       |
|---------------|-------------------------------------|--------|-------|
| Land Address: | 84 HUTTON STREET THORNBURY VIC 3071 |        |       |
| Lot           | Plan                                | Volume | Folio |
| 2             | 696547                              | 4520   | 995   |
| 1             | 696547                              |        |       |

Vendor: MANDY ANN WILLIAMSON  
Purchaser: TBA TBA

| WGT Property Id | Event ID | Windfall Gains Tax | Deferred Interest | Penalty/Interest | Total  |
|-----------------|----------|--------------------|-------------------|------------------|--------|
| 3000270636      | GC270D   | \$0.00             | \$0.00            | \$0.00           | \$0.00 |

Comments: A Windfall Gains Tax event has occurred in respect of the land. Windfall Gains Tax has not yet been assessed but may be applicable.

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

|                                    |
|------------------------------------|
| CURRENT WINDFALL GAINS TAX CHARGE: |
| \$0.00                             |



# Notes to Certificate - Windfall Gains Tax

Certificate No: 10543037

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

|                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>BPAY</b></p> <div><div><p>Billers Code: 416073<br/>Ref: 10543031</p></div></div> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p> | <p><b>CARD</b></p> <div><div><p>Ref: 10543031</p></div></div> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61.<br/>A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p> | <p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



\*\*\*\* Delivered by the LANDATA® System, Department of Transport and Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Easy Link Conveyancing, care of Landchecker  
Level 1, 49-51 Stead Street  
SOUTH MELBOURNE 3205

Client Reference: 41453

NO PROPOSALS. As at the 17th July 2026, 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®.

84 HUTTON STREET, THORNBURY 3071  
CITY OF DAREBIN

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: 17th July 2026

**[Vicroads Certificate] # 81242273 - 81242273123359 '41453'**

# Due Diligence Checklist

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

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

### Urban living

#### ***Moving to the inner city?***

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

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

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

### Growth areas

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

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

### Flood and fire risk

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

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

### Rural properties

#### ***Moving to the country?***

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

### Soil and groundwater contamination

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

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

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

### ***Is the building safe to live in?***

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

# SECTION 27 STATEMENT

## VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

**VENDOR:** MANDY ANN WILLIAMSON

**PROPERTY:** 84 HUTTON STREET THORNBURY VIC 3071

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):.....MACQUARIE BANK LTD

of:..

(b) Amount secured \$.....

Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable .....% p.a.

Default rate .....% p.a.

(d) Due date of repayment of Mortgage(s): ...../...../2

(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does \*does not provide for further advances \*as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT ...../...../200

SIGNATURE OF VENDOR(S) .....

---

### ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT ...../...../200

SIGNATURE OF PURCHASER(S) .....

---

### RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

A. The particulars provided by the Vendors in this Statement are accurate.

B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.

C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE ...../...../20

SIGNATURE OF PURCHASER(S) .....