

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **1141 FRANKSTON-FLINDERS ROAD, SOMERVILLE VIC 3912**

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 that 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/...../2025

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Olivier Christophe Coquerel

.....

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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) of the *Sale of Land Act 1962*)

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:	O'Brien Real Estate Somerville			
Address:	3/1065 Frankston Flinders Road, Somerville VIC 3912			
Email:	somerville@obrienrealestate.com.au			
Tel:	59778877	Mob:	Fax: 59778010	Ref:

Vendor

Name:	Olivier Christophe Coquerel
Address:	Unit 4, 15 Egerton Road, Armadale VIC 3143

Vendor's legal practitioner or conveyancer

Name:	SP Conveyancing Victoria Pty Ltd			
Address:	Suite 2, 76 Station Street, Somerville VIC 3912			
Email:	spc05@spconveyancing.com.au			
Tel:	03 5977 5156	Fax: 03 5977 5999		Ref: JC:25099

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:				
Address:				
Email:				
Tel:		Fax:	DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	8294	Folio	908	5	PS 033882

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 1141 Frankston-Flinders Road, Somerville VIC 3912

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings of a permanent nature as inspected

Payment (general condition 11)

Price \$

Deposit \$ By (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 10)

is due on

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 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

Subject to Lease

If '**subject to lease**' then particulars of the lease are set out in the Lease attached to the Vendors Statement

~~(*only complete the one that applies. Check tenancy agreement/lease before completing details)~~

☐ ~~*residential tenancy agreement for a fixed term ending on~~

OR

☐ ~~*periodic residential tenancy agreement determinable by notice~~

OR

☐ ~~*lease for a term ending on with options to renew, each of years.~~

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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



Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.



Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 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.



Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c)),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,
until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 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.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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 settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's 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.
- 15B.10 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.
- 15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's 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.

15B.12 This general condition will not merge on settlement.



Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.



Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 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 special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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 Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



Special condition 10 – Bank guarantee

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



Special condition 11 – Building report

- 11.1 The purchaser may end this contract within () days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special 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.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within () 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special 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.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 13 – Condition of Property

- 13.1 The Purchaser/s accept/s the improvements on the land in their condition as at the day hereof and acknowledge/s that the Vendors do not warrant that any building, structure, fixture or other improvement is free from defect or is fit for any particular use.
- 13.2 The Vendors make no representations that the improvements on the land or any alterations extensions or additions to the property comply with the Victorian Building Regulations, the requirements, statutory or otherwise, of the Local Municipal Council or any other Statutory Authority. The Purchaser agrees not to make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to bear all or any part of the costs of compliance. Any alleged non-compliance or defect shall not constitute a defect in title nor shall it invalidate this contract.
- 13.3 The Vendors make no representations that swimming pool or spa on the property complies with the Swimming Pool Requirements under the Building Regulations 2018, the requirements, statutory or other, of the Local Municipal Council or any other Statutory Authority. The Purchaser/s must make all necessary enquiries with the Local Municipal Authority and any other Statutory Authority with respect to any swimming pool or spa on the property and comply with any requirements and bear all costs of compliance. The Purchaser/s agrees not to make any requisition or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to contribute to the cost of any compliance. Any alleged non-compliance by the Vendors shall not constitute a defect in title nor shall it invalidate this contract.
- 13.4 The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

☒ **Special condition 14 – Stamp Duty**

- 14.1 If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name _____ %

Name _____ %

Total 100 %

☒ **Special condition 15 –Purchasers Acknowledgements**

- 15.1 The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the land the purchaser received from the vendor or the vendor's agent a copy of the Vendors Statement 32 Statement signed by the Vendor, the Particulars of Sale and the Special Conditions referred to in the Contract.

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser defaults in the payment of any money due under this contract or in the observance or performance of any terms and conditions thereof the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of this contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
 - (b) Interest payable by the vendor under any existing mortgage over the property sold calculated from the due date;
 - (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
 - (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor;
 - (e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
 - (f) All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.
 - (g) A Settlement rebooking fee will be payable by the Purchaser in the sum of \$220.00
 - (h) Any Land Tax, surcharge, penalty or other tax imposed or any other tax surcharge or penalty which is imposed when the due date in the contract is before the 31st December and where the settlement is delayed as a result of the default of the Purchaser until after the 31st December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax surcharge, penalties or other tax and all costs associated therewith.
-

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations* 2008

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
 - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
 - 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
 - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
 - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.
 - 2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
 - 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.
- ### 3. IDENTITY OF THE LAND
- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

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

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

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

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

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

14. LOAN

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

15. ADJUSTMENTS

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

Transactional

16. TIME

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

17. SERVICE

17.1 Any document sent by—

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable

costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

GUARANTEE and INDEMNITY

I/We, of
and of
being the **Sole Director / Directors**
of
of (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 2025

SIGNED by the said)
.....)
Print Name:)
.....
Director (Sign)

in the presence of:)
.....)
Witness:)
.....



Suite 2/76 Station Street Somerville



VENDORS STATEMENT

Vendor: Olivier Christophe Coquerel

Property: 1141 Frankston-Flinders Road, Somerville VIC 3912

Land being sold -That part of the land which is presently fenced and/or occupied by the Seller and contained within the land described in Certificate of Title
VOLUME 8294 FOLIO 908

1. 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) Council Rates Notice, South East Water and Land Tax Certificates attached for outgoings
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge which are not included in the above amount.
- (c) Particulars of any charge (where registered or not) over the land imposed by or under an Act to secure an amount due under the Act, including the amount owing under the charge are as follows -
NOT APPLICABLE

INSURANCE

Damage or Destruction - the property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits

Owner Builder – Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence. **NOT APPLICABLE**

2. LAND USE RESTRICTIONS Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- 2.1 **Easements** affecting the property – **Set out in LP 33882 attached hereto**
- 2.2 **Covenants** affecting the property – **None affecting**
- 2.3 **Leases** affecting the property - **Set out in the Lease attached**
- 2.4 **Other restrictions affecting the property**–**Set out in the documents attached hereto (if any)**

Particulars of any existing failure to comply with their terms of any Easement, Covenant, Lease or other similar restriction are:-

None to the knowledge of the Vendor

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

3. PLANNING & ROAD ACCESS

- 3.1 Council: Mornington Peninsula Shire Council
 - 3.2 Responsible authority: Mornington Peninsula Planning Scheme
 - 3.3 Zoning: See Planning Certificate attached
- Overlays:

Overlays – Landslip- Vegetation – Mining – or other General information – **As attached (if any)**

The land may have been declared by a relevant authority to be in an area which is liable to **flooding, bush fire or pest infestation**.

There is access to the property road.

4. BUSHFIRE – PRONE AREA

- 4.1 The property is in a **bushfire prone area** within the meaning of the Regulations made under the Building Act 1993 unless the attached **Bushfire Prone Area Report** states otherwise.
- 4.2 If the property is in a designated bushfire prone area the designation will be shown on the attached **Bushfire Prone Area Report** and special **bushfire construction requirements, Planning provisions** and **Country Fire Authority requirements** may apply. However you should conduct your own due diligence by searching the Victorian Government's **Land Channel Website**.

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

- a) Affecting the **Owners Corporation** and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property.
- b) Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force).
- c) Agricultural Chemicals – particulars 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990
- e) **Compulsory Acquisition** – particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986*.
- f) Notice issued by the Environment Protection Authority.
- g) Any notice or order pursuant to the Domestic Building Contracts Act 1995.

None to the Vendors knowledge.

The Purchaser acknowledges that he will be responsible to comply with all requirements relating to Pool and Spa safety.

The land is in a Municipal District specified by the Minister administering the Mineral Resources Sustainable Development Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - **Not applicable**

6. BUILDING APPROVALS

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

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

7. SERVICES Information concerning supply of following:

THE SERVICES MARKED WITH A TICK IN THE ACCOMPANYING BOX ARE NOT CONNECTED

Electricity	☐	Gas	☐	Water	☐	Sewerage	☐	Telephone	☒
-------------	--------------------------	-----	--------------------------	-------	--------------------------	----------	--------------------------	-----------	-------------------------------------

The Water supply and Sewerage services connected to the land are of the standard level available in the locality unless specified otherwise.

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 the settlement and the purchaser will have to pay to have the service reconnected.

8. OWNERS CORPORATION – Not applicable

If the land is in a subdivision that has common property and there is thereby an Owners Corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant)

8.1 A current Owners Corporation Certificate issued in respect of the land being sold:

8.2 The Owners Corporation Rules;

8.3 The Minutes of the most recent annual general meeting of the owners corporation and all resolutions made at that meeting;

8.4 The most recent accounts and balance sheet of the owners corporation and

8.5 A Statement of advice and information for prospective purchasers and lot owners.

NOTE – Not all Owners Corporations carry out functions in relation to the common property so therefore some documents may not be in existence.

9. LAND TAX, WINDFALL GAINS TAX and COMMERCIAL AND INDUSTRIAL PROPERTY TAX

Attached is a current Property Clearance Certificate which sets out the details of the above Taxes.

10. TITLE

Copy Register Search Statement attached.

11. SUBDIVISION - Registered, copy attached

DATE OF THIS STATEMENT

2025

Signature of Vendor _____

DATE OF ACKNOWLEDGMENT

2025

Signature of Purchaser _____

ATTACHMENTS – as applicable

Title Register Search Statement

A copy of the Plans of the Land

Copies of all Covenants, Easements, Section 173 Agreements, Charges and all other encumbrances registered on Title (other than Mortgages and Caveats which will be discharged or withdrawn at settlement)

~~Evidence of Title – Any other document which gives evidence of the Vendor's Title to the Land (right to sell) – Copy head contract, Head Transfer of Land, ASP or APR~~

~~Subdivision A copy of the Plan of Subdivision which has been certified by the relevant Municipal Council or a copy of the latest version of the plan (if not certified)~~

Staged Subdivision (unregistered)

~~A copy of the plan of the first stage of the subdivision if the land is in a second or a subsequent stage~~

~~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~~

~~Details of any proposals relating to any subsequent stages that are known to the vendor~~

~~The statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision~~

Further Plan of Subdivision

~~If the later Plan of Subdivision has not been registered a copy of the Plan of Subdivision which has been certified by the relevant municipal council or a copy of the latest version of the plan (if applicable)~~

Tenancy

Copies of all Tenancy Agreements or Leases,

~~Planning Permit – if there is a current Planning Permit affecting the property~~

Bushfire Prone Area Report

~~All Notices – of which the vendor might reasonably be expected to have knowledge~~

Buildings

~~Planning Permits or Occupancy Permit~~

~~Owner Builder Building Report (not more than six months old), Owner Builder Insurance (if the value of building work \$16,000.00 or more)~~

Owners Corporation or Service Company

~~Owners Corporation Certificate (including the Rules,, Minutes of most recent General Meeting and any Resolutions passed and the most recent accounts and balance sheet) and Statement of Advice and Information for prospective purchasers and lot owners~~

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 08294 FOLIO 908

Security no : 124123369134T
Produced 02/04/2025 04:20 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 033882.
PARENT TITLE Volume 08115 Folio 894
Created by instrument B043574 24/08/1960

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
OLIVIER CHRISTOPHE COQUEREL of 1/1 CROWN AVENUE MORDIALLOC VIC 3195
AK644613P 09/10/2013

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE LP033882 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY893461W (E)	DISCHARGE OF MORTGAGE	Registered	20/02/2025

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

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

Street Address: 1141 FRANKSTON-FLINDERS ROAD SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control REGISTRAR OF TITLES
Effective from 20/02/2025

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	LP033882
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/04/2025 16:20

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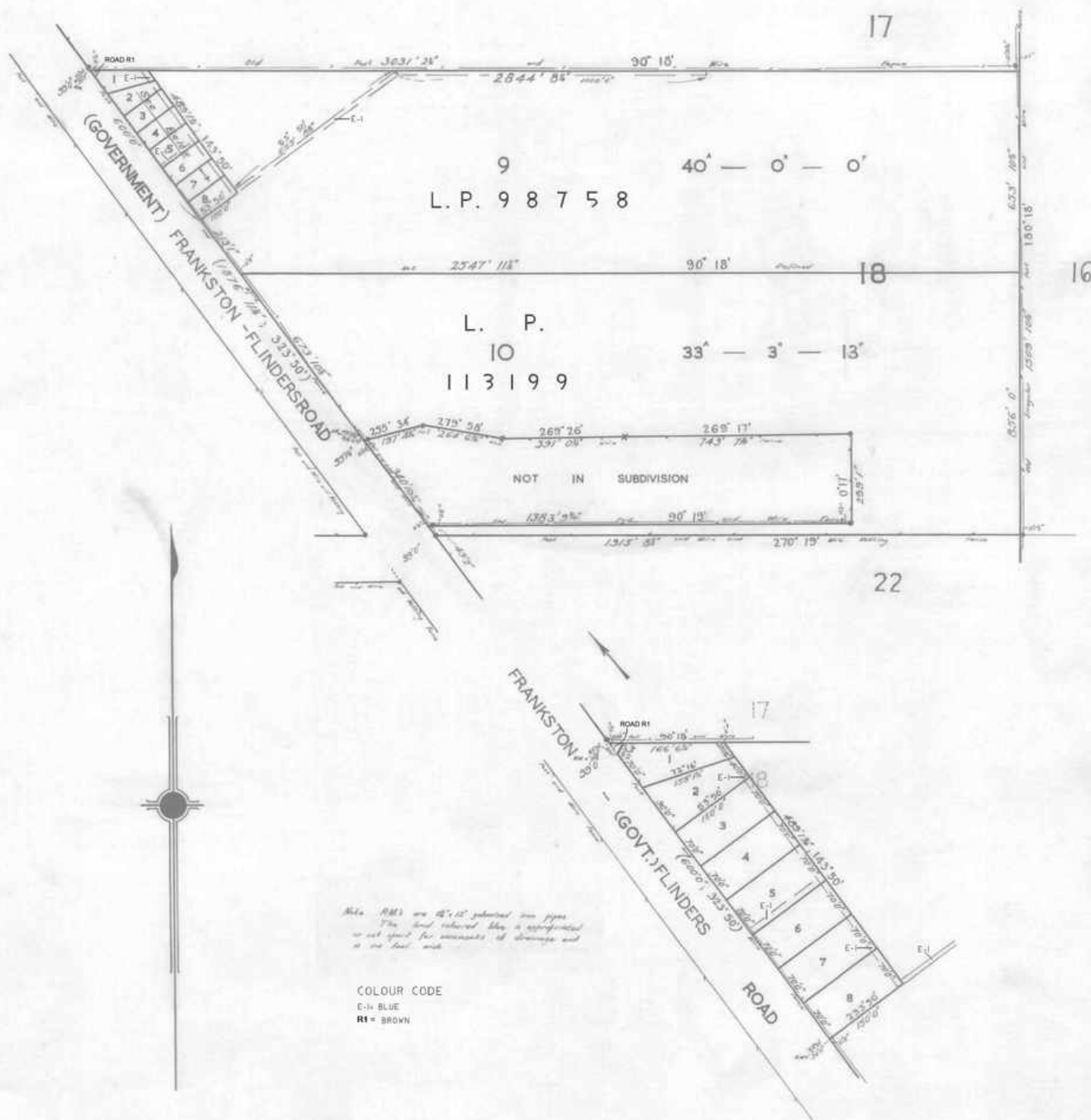
LP 33882

PLAN OF SUBDIVISION OF
PART OF CROWN ALLOTMENT 18
PARISH OF TYABB
COUNTY OF MORNINGTON



LP 33882
EDITION 1

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES



WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

LP 33882

FOR APPROPRIATIONS ETC.
SEE BACK HEREOF

LP 33882

55
339

Nº 287

SUBDIVISIONAL
CERTIFICATE OF TITLE V. 7852 F. 159

THIS IS THE BACK OF LP 33882

FOR TITLE REFERENCES TO LOTS
SEE PARCELS INDEX

TYABB 7

LODGED BY P. V. FELTHAM

DEALING No. 5328708 DATE 8 / 1 / 53

DECLARED BY A. V. BROWN

ON 21 / 11 / 52

COUNCIL SHIRE OF FRANKSTON

DATE OF CONSENT 12 / 2 / 52

PLAN MAY BE LODGED 6 / 9 / 56

PLAN APPROVED. DATE / / TIME a.m.
p.m.

STREET NAME AMENDED IN PURPLE
FROM GOVERNMENT ROAD TO Frankston-Flinders Road CORRE. 7/4/53

ASSISTANT REGISTRAR OF TITLES
28 Jun 1971

THE LAND COLOURED BROWN IS
APPROPRIATED OR SET APART
FOR EASEMENTS OF WAY, & DRAINAGE

THE LAND COLOURED BLUE
IS APPROPRIATED OR SET
APART FOR EASEMENTS OF
DRAINAGE ~~AND SEWERAGE~~

PARCELS INDEX

TYABB 7

FOR CURRENT TITLE INFORMATION
SEE SUBDIVISION TITLE BOOKS

LAND ON THIS PLAN IS IN
PROCLAIMED SURVEY AREA No.
SURVEY CO-ORDINATION ACT 1940

AS FROM 11 / 8 / 71

GOVT. GAZ. No. 74 P. 2710

PHOTOGRAPHED AT CENTRAL PLAN OFFICE

SIZE 1/2 plate DATE 12.5.60

COLOURED K4 CHECKED dlj

POSTED K4 CHECKED dlj

Mornington Peninsula Shire
Private Bag 1000,
Besgrove Street, Rosebud 3939

RN
2024

ABN 53 159 890 143

For general enquiries, call us or visit our website

☎ mornpen.vic.gov.au

☎ 1300 850 600 (local call, fees apply)



031-3195 (13149)

O C Coquerel
1/1 Crown Avenue
MORDIALLOC VIC 3195

Property details

1141 Frankston-Flinders Road SOMERVILLE VIC 3912
Lot 5 LP 33882 Vol 8294 Fol 908

Site Value:

\$650,000

Capital improved value

\$740,000

Net annual value

\$37,000

AVPCC

110 - Residential

Financial details

Residential Improved Rate	0.0013230 x CIV	\$979.00
Waste Service Charge		\$406.00

Total Shire rates and charges	\$1,385.00
--------------------------------------	-------------------

Fire Service Levy Residential Fixed		\$132.00
Fire Service Levy Residential Variable	0.000087 x CIV	\$64.35

Total State Government Fire Levy	\$196.35
---	-----------------

Balance due	\$1,581.35
--------------------	-------------------

Scan to pay

Pay in full or choose
flexible payment options
that suit you.



Scan the QR code on your phone or visit rates.mornpen.vic.gov.au to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

New

- Helpful reminders.
- Pay by card or bank.
- Flexible Direct Debit.
- No extra fees.



The Mornington Peninsula Shire imposes a surcharge on all credit and debit card payments.



Billpay code: 3064
Ref no: 917296

Pay in person at any post office, by phone
☎ 13 18 16 or go to ☎ postbillpay.com.au



Billcode: 20537
Ref no: 4000917296

BPAY® this payment via Internet or
phone banking.



*3064 917296

2024-25 Rates and Valuation Notice



MORNINGTON
PENINSULA
Shire

Property number

91729

Total amount due

\$1,581.35

Arrears (due immediately)

\$0.00

Current payable

\$1,581.35

Instalments

1st	\$175.75	Due 16/09/2024
2nd	\$175.70	Due 15/10/2024
3rd	\$175.70	Due 15/11/2024
4th	\$175.70	Due 16/12/2024
5th	\$175.70	Due 15/01/2025
6th	\$175.70	Due 17/02/2025
7th	\$175.70	Due 17/03/2025
8th	\$175.70	Due 15/04/2025
9th	\$175.70	Due 15/05/2025

**You are on a direct debit
plan, please do not pay**

Key dates

Date of Issue 19/08/2024

Date of declaration 28/05/2024

Date of valuation 01/01/2024



Get your rates
notice via email.

☎ mornpen.ezybill.com.au

The rating year: 01/07/2024 to 30/06/2025.

Property owners:

O C Coquerel



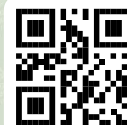
2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24RPVN100634296



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24RPVN100634296



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24RPVN100634296



2024-25
waste voucher
Non-transferable.
Expiry: 30/09/2025
MOR24RPVN100634296

Objection to valuation

Ratepayers have a right under Section 17 of the *Valuation of Land Act 1960* to object to the valuation of their property on a number of specific grounds. Objections must be lodged on the prescribed form within 2 months from date of issue of annual or subsequent supplementary rate notice. The prescribed form is available from

📞 ratingvaluationobjections.vic.gov.au

The ratepayer is still required to pay the Rates, Charges and State Fire Services Property Levy as originally levied. State Revenue Office uses the Shire's Site Valuation indicated on this notice for the purpose of assessing land tax.

Definitions

- Site Value (SV) – Is the value of the unimproved land.
- Capital Improved Value (CIV) – Is the total unencumbered value of the property including land.
- Net Annual Value (NAV) – Represents the reasonable annual rental of a property. Legislation requires that the NAV be a minimum 5% of the CIV.

What is an AVPCC?

An AVPCC is an Australia Valuation Property Classification Code. An AVPCC is allocated to each property by the council's valuer according to the use of the land – e.g. house, shop, cattle grazing. The AVPCC is used to determine the land use classification.

Payment of Rates and Charges

Council rates and charges must be paid as a lump sum by **17 February 2025** or by the due dates of the 4 instalments (as noted on the front of the notice) or you can choose to make a payment plan. Please access our website for details.

📞 mornpen.vic.gov.au/rates

If instalment payment is received on or before 30 September, reminder notices for the second, third and fourth instalment will be sent prior to each instalment falling due. ***Payments received after 30 September 2024 will be credited to the account but the balance must be paid in full by 17 February 2025. Unless an agreed payment plan is in place, then payment is due as per the schedule.***

Payments of any rates and charges will be allocated as follows:

- Legal Costs owing, if any;
- Interest owing, if any;
- Arrears owing, if any, current rates/FSPL owing.

Penalty for Late or Non-payment of Rates, Charges, Arrears and State Fire Service Property Levy

Under Section 172 of the *Local Government Act 1989* any instalment or full payment not paid by the due date may incur interest as set out under Section 2 of the *Penalty Interest Rate Act 1983*. Penalty interest may be applied should payment not be received by the due date.

Rate Capping

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the entire rate budget, not necessarily individual properties. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) Change to your property valuation relative to other property value movements in the municipality;
- (ii) change to the differential rate or levy applied to your property;
- (iii) the inclusion of other charges not covered by the Victorian Government's rates cap.

Rate Rebate/Concessions

If you are in receipt of a pension, you may be eligible to a rebate on rates and charges on your principal residence. Application forms are available from the Shire. ***Please note: Health Care cards do not entitle you to a rate rebate.***

Differential Rating

For further information in relation to differential rates, please refer to the adopted budget on the Shire's website.

📞 mornpen.vic.gov.au/rates

CIV	\$740,000	
Differentials	Rates in \$	Total
General rate	0.0013230	\$979.02
Vacant land	0.0018530	\$1,371.22
Agricultural land	0.0004630	\$342.62
Conservation land	0.000992	\$734.08

Review of Differential Rating

Under Section 183 of the *Local Government Act 1989*, an owner or occupier may apply to VCAT for a review of differential rating decision within 2 months from date of issue of annual notice following the decision.

Objection to Rates and Charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have the right to appeal to the County Court on the above rates and charges on specific grounds.

Changes of Ownership or Address

If any of the details on the front of this notice are incorrect, please contact us:

📞 mornpen.vic.gov.au/rates

📧 customerservice@mornpen.vic.gov.au

It is the responsibility of the property owner to notify Council of any changes of ownership and/or address within one month.



Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your bank account or credit card. You will need to enter the Biller Code and BPAY ref. number on the front of your notice.

📞 bpay.com.au

® Registered to BPAY Pty Ltd. ABN 69 079 137 518



Internet

Go to
📞 mornpen.vic.gov.au/payonline
and follow the prompts.



Payable (Direct debit)

Visit our website to pay in full or choose from flexible weekly, fortnightly or monthly instalments.

📞 rates.mornpen.vic.gov.au



Post Billpay

Pay in-store at Australia Post, or by phone (credit card) or internet using the Post Billpay details on the front of this notice:

📞 13 18 16

📞 auspost.com.au/postbillpay



In person

Please present notice intact at any Shire office (Mornington, Rosebud, or Hastings). Payments may be made by cash, cheque, EFTPOS, MasterCard or Visa. Make cheques payable to 'Mornington Peninsula Shire'.



Mail to: Mornington Peninsula Shire, Private Bag 1000, Rosebud VIC 3939

Make cheques payable to: 'Mornington Peninsula Shire'. Please note that receipts will not be issued for mailed payments.

At Waste Disposal Centres:

1 voucher = 1m³ green waste

OR

1 voucher = 0.5m³ hard waste

Enquiries: 📞 1300 850 600

At Waste Disposal Centres:

1 voucher = 1m³ green waste

OR

1 voucher = 0.5m³ hard waste

Enquiries: 📞 1300 850 600

At Waste Disposal Centres:

1 voucher = 1m³ green waste

OR

1 voucher = 0.5m³ hard waste

Enquiries: 📞 1300 850 600

At Waste Disposal Centres:

1 voucher = 1m³ green waste

OR

1 voucher = 0.5m³ hard waste

Enquiries: 📞 1300 850 600

Southern Peninsula Conv
E-mail: spc05@spconveyancing.com.au

Statement for property:
LOT 5 1141 FRANKSTON FLINDERS
ROAD SOMERVILLE 3912
5 LP 33882

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03A/01822/76	Coquerel 25099	02 APRIL 2025	49004963

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2025 to 30/06/2025	\$21.79
Melbourne Water Corporation Total Service Charges	01/04/2025 to 30/06/2025	\$30.52

(b) By South East Water

Water Service Charge	01/04/2025 to 30/06/2025	\$22.58
Sewerage Service Charge	01/04/2025 to 30/06/2025	\$98.05
Subtotal Service Charges		\$172.94

TOTAL UNPAID BALANCE \$172.94

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from South East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

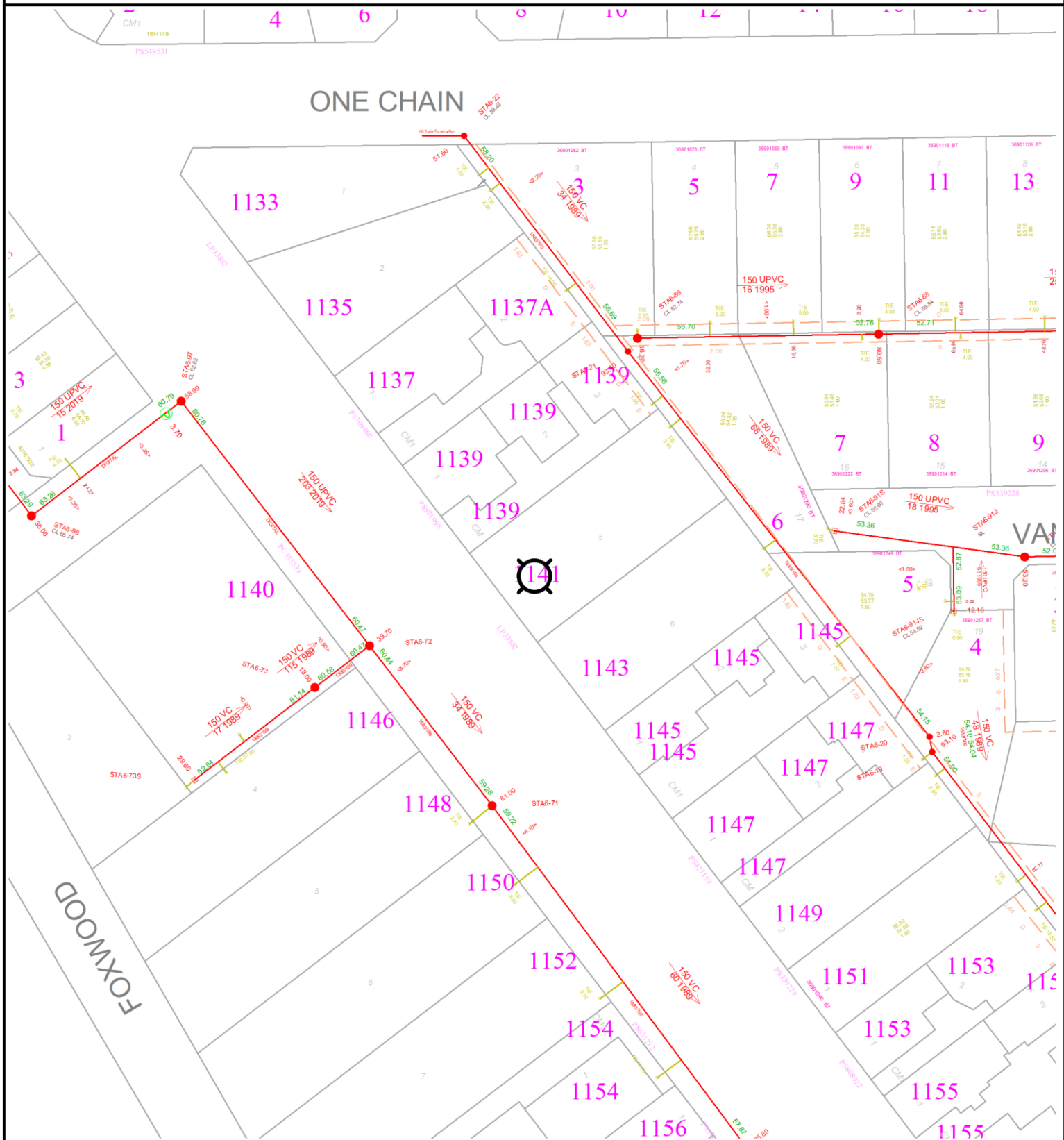
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

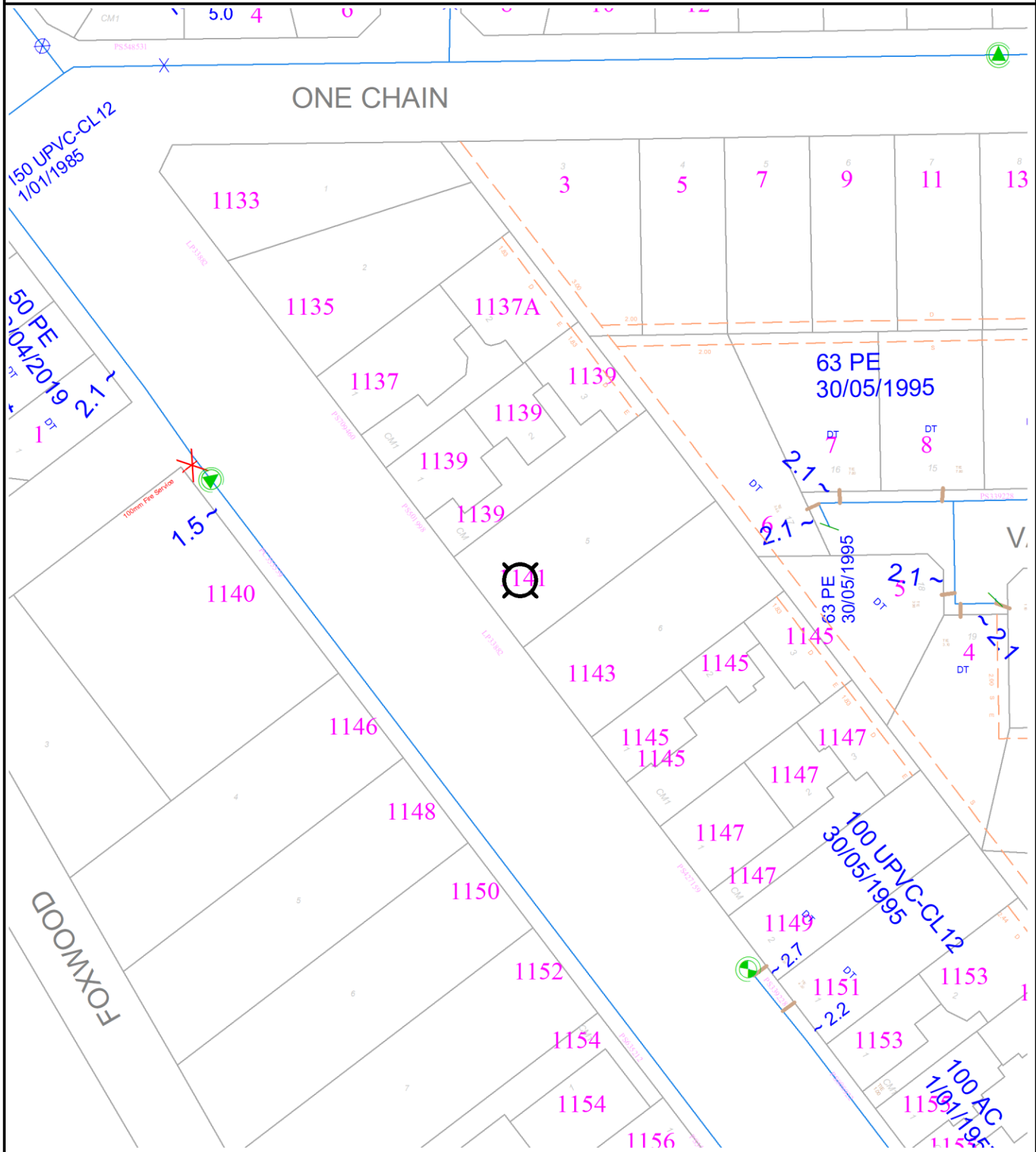
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Water Main Valve

Water Main & Services



Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary



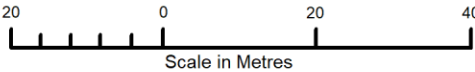
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

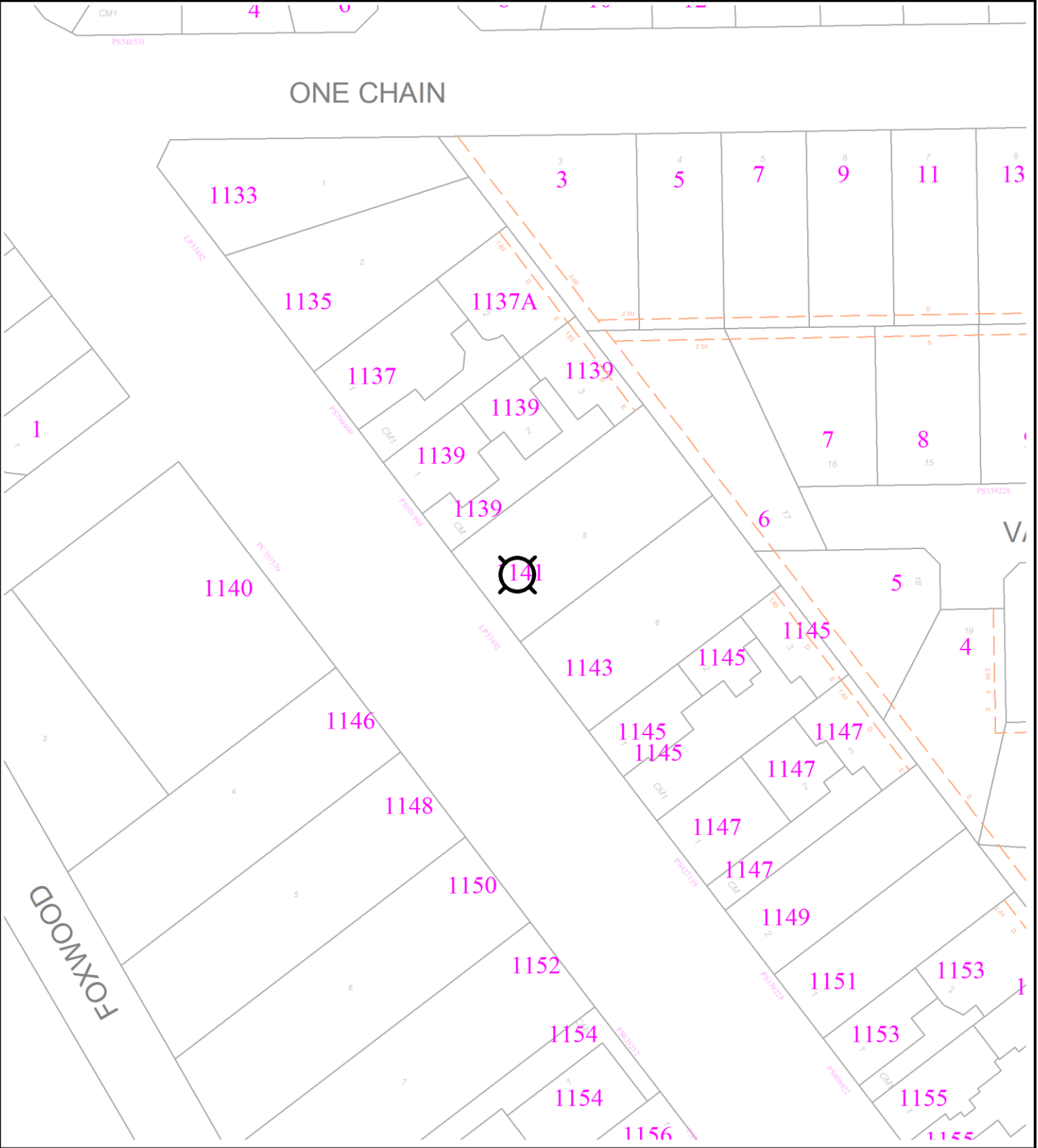
Property: Lot 5 1141 FRANKSTON FLINDERS ROAD SOMERVILLE 3912



Case Number: 49004963



Date: 02APRIL2025



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

<u>LEGEND</u>						
	Title/Road Boundary		Subject Property			Hydrant
	Proposed Title/Road		Recycled Water Main Valve			Fireplug/Washout
	Easement		Recycled Water Main & Services			Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / SOUTHERN PENINSULA CONVEYANCING

Your Reference:	25099
Certificate No:	88715364
Issue Date:	02 APR 2025
Enquiries:	ESYSPROD

Land Address: 1141 FRANKSTON-FLINDERS ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17155703	5	33882	8294	908	\$2,550.00

Vendor: OLIVIER COQUEREL
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR OLIVIER CHRISTOPHE COQUEREL	2025	\$650,000	\$2,550.00	\$0.00	\$2,550.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$740,000
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SITE VALUE (SV):	\$650,000
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CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,550.00
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Notes to Certificate - Land Tax

Certificate No: 88715364

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 = \$2,550.00

Taxable Value = \$650,000

Calculated as \$2,250 plus (\$650,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,400.00

Taxable Value = \$740,000

Calculated as \$740,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 88715364

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 88715364

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / SOUTHERN PENINSULA CONVEYANCING

Your Reference:	25099
Certificate No:	88715364
Issue Date:	02 APR 2025
Enquires:	ESYSPROD

Land Address: 1141 FRANKSTON-FLINDERS ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
17155703	5	33882	8294	908	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$740,000

SITE VALUE: \$650,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 88715364

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / SOUTHERN PENINSULA CONVEYANCING

Your Reference:	25099
Certificate No:	88715364
Issue Date:	02 APR 2025

Land Address: 1141 FRANKSTON-FLINDERS ROAD SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
5	33882	8294	908

Vendor: OLIVIER COQUEREL

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 88715364

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

BPAY  Billers Code: 416073 Ref: 88715362 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 88715362 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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ROADS PROPERTY CERTIFICATE

The search results are as follows:

Southern Peninsula Conveyancing C/- Triconvey2 (Reseller)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 446415

NO PROPOSALS. As at the 2th April 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1141 FRANKSTON-FLINDERS ROAD, SOMERVILLE 3912
SHIRE OF MORNINGTON PENINSULA

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: 2th April 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 76369569 - 76369569161856 '446415'

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1126296

APPLICANT'S NAME & ADDRESS

SOUTHERN PENINSULA CONVEYANCING C/- TRICONVEY2
(RESELLER) C/- LANDATA

MELBOURNE

VENDOR

COQUEREL, OLIVIER CHRISTOPHE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

446415

This certificate is issued for:

LOT 5 PLAN LP33882 ALSO KNOWN AS 1141 FRANKSTON-FLINDERS ROAD SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 - C219morn

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

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

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

02 April 2025

Sonya Kilkeny
Minister for Planning

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

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

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

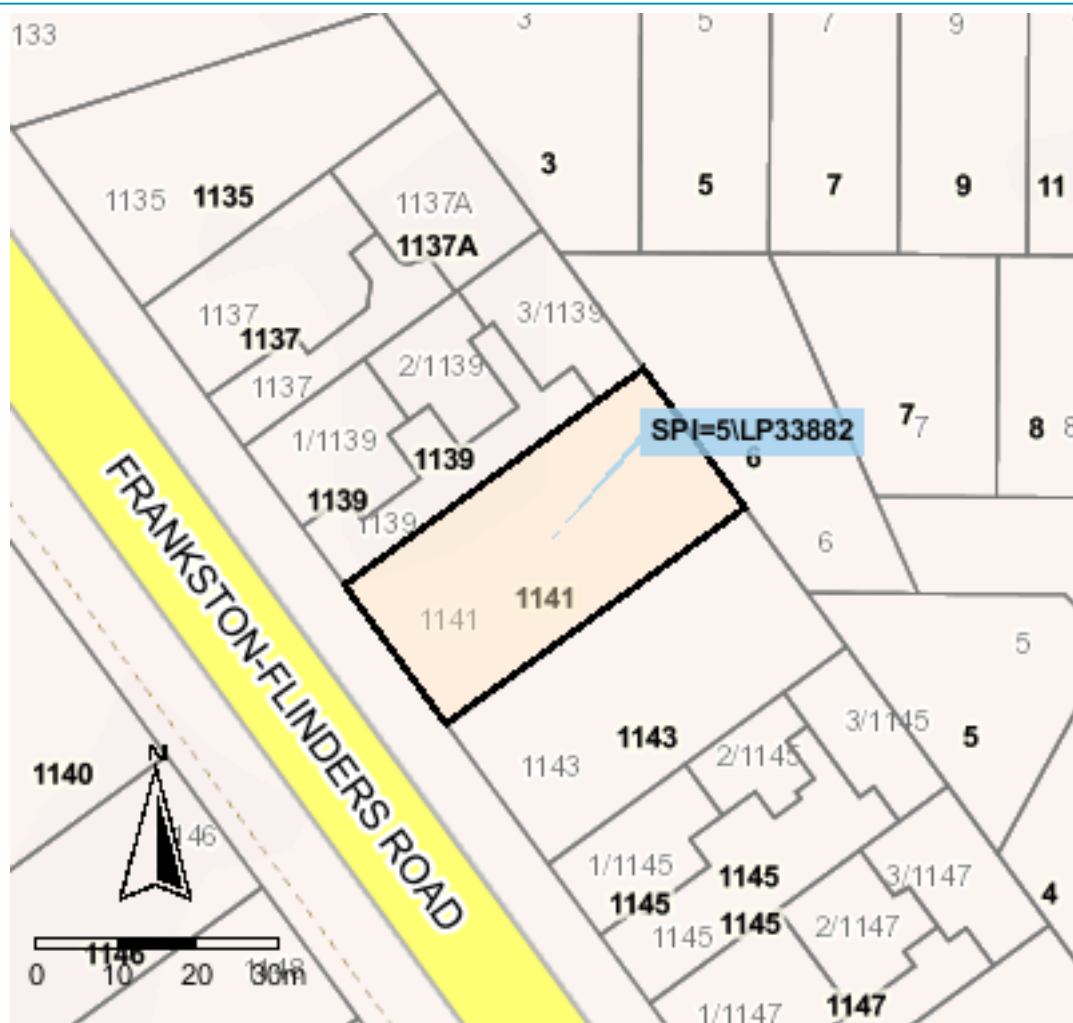
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

Residential rental agreement

no more than 5 years



Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2021 Regulation 10(1)

- This is your residential rental agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to Renters Guide for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

PART A - Basic terms

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

Item 1	Date of Agreement	28/03/2023
Item 2	Premises let by the rental provider	1141 Frankston-Flinders Road, Somerville VIC 3912
Item 3	Rental provider details	
	Full name(s) or Company Name	Olivier Christophe Coquerel
	ACN (if applicable)	
	Rental provider's agent's details	
	Full Name	Hallmark Real Estate Pty Ltd T/A Casey Estate Agent
	Address	109B High Street, Cranbourne VIC 3977
	Phone number	0359913888
	ACN (if applicable)	37142397564
	Email address	info@caseyestateagents.melbourne
Item 4	Renter details	
	Full name of renter 1	Jodie Alderson
	Current address	
	Phone number	0448507573
	Email address for service of documents	alderson13@bigpond.com;
	Full name of renter 2	Duane Alderson
	Current address	
	Phone number	0408986297
	Email address for service of documents	alderson13@bigpond.com;
Item 5	Length of the agreement	12 Months Fixed term
	Start Date	12/04/2023
		(this is the date the agreement starts and you may move in)
	End Date	11/04/2024
Item 6	Rent 1	The Rent is \$1955.00 per calendar month and payable calendar monthly in advance commencing on 12/04/2023

Item 7 Bond

\$1716.00 paid to the RTBA at the commencement of your tenancy

- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Part B - Standard terms**Item 8 Rental Provider's preferred method of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
 - The renter is entitled to receive a receipt from the rental provider confirming payment of rent.
- Post Office - Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.
 - Credit/Debit card - Payment is to be processed via OurProperty Payments through the OurTenant Portal/App
 - Direct Debit - Payment is to be processed via OurProperty Payments through the OurTenant Portal/App
 - Wallet - Payment is to be processed via OurProperty Payments.
 - Direct Debit Control - Payment is to be processed via OurProperty Payments.

Note : Payment methods available and any associated charges are subject to change over the course of the lease.

Item 9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

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

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

(Rental provider to tick as appropriate)

☒ Yes - insert email address, mobile phone number or other electronic contact details Email : pm1@caseystateagents.melbourne
Phone: 0359913888

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

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

(Renter to tick as appropriate)

Renter 1	☒ Yes - insert email address, mobile phone number or other electronic contact details	Email: alderson13@bigpond.com ; Mobile: 0448507573
Renter 2	☒ Yes - insert email address, mobile phone number or other electronic contact details	Email: alderson13@bigpond.com ; Mobile: 0408986297

Item 10 Urgent Repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below

Other Tradie

Item 11 Professional cleaning

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

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

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

Item 12 Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☒ No ☐ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

Item 13 Condition report

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

Rental provider to tick as appropriate)

☒ The condition report has been provided

Part C - Safety-related activities

Item 14 Electrical safety activities

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

Item 15 Gas safety activities

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

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

Item 16 Smoke alarm safety activities

- a. The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - iii. the batteries in each smoke alarm are replaced as required.
- b. The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- c. The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - i. Information on how each smoke alarm in the rented premises operates; and
 - ii. Information on how to test each smoke alarm in the rented premises; and
 - iii. Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- d. The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

Item 17 Swimming pool barrier safety activities

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

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

Item 18 Relocatable swimming pool safety activities

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

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

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

Item 19 Bushfire prone area activities

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

- a. If the rented premises is in a designated bushfire-prone area under section 192A of the Regulations made under **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- b. The water tank must be full and clean at the commencement of the agreement.

Rental Standards

- | | | |
|-------|--|-----|
| 1. | Are there deadlocks to all Entry doors? | Yes |
| | A If no, could one be fitted? | Yes |
| | B Can the locking device be operated by a key from the outside; and may be unlocked from the inside with or without a key? | Yes |
| <hr/> | | |
| 2. | Is a vermin-proof rubbish bin supplied? | Yes |
| | A Is a vermin-proof recycle bin supplied? | Yes |
| | B Are the supplied bins provided by or are compatible with local council collection? | Yes |
| <hr/> | | |
| 3. | Are the toilets connected to an appropriate sewerage or wastewater treatment system? | Yes |
| | A Are the toilets situated in a suitable housing/room? | Yes |
| <hr/> | | |
| 4. | Is there a washbasin, shower or bath with hot and cold water? | Yes |
| | A Is there a 3 Star rated showerhead fitted? | Yes |
| <hr/> | | |
| 5. | Is there a dedicated area for cooking and food preparation? | Yes |
| | A Is the sink in good working order and is connected to hot and cold water? | Yes |
| | B Is the cooktop in good working order and has 2 or more burners? | Yes |

C Is the oven is in good working order - if fitted? Yes

6. Are laundry facilities present in the rented premises? Yes

A Are the laundry facilities connected to a reasonable supply of hot and cold water? Yes

7. Is there any visual evidence that the property may be structurally unsound or not weatherproof? No

8. Is there any visual evidence of mould or damp caused by or related to the building structure? No

9. Does the property have a safety switch / RCD? Yes

10. Do all bedrooms have curtains or blinds that can be opened/closed, block light and give privacy? Yes

A Do all living rooms have curtains or blinds that can be opened or closed, block light and give privacy? Yes

11. Can all external windows in the rented premises that are capable of opening able to be set in a closed or open position? Yes

A Do all external windows in the rented premises which are capable of opening have a functioning latch to secure the windows against external entry? Yes

12. Do the interior rooms, corridors and hallways of the rented premises have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms? Yes

13. Does each habitable room, bathroom, shower room, toilet and laundry appear to have satisfactory ventilation? Yes

14. Is there a working heater in the main living area of the premises? Yes

Property Disclosure

1. There is a proposal to sell the rented premises AND I/we have engaged an agent to sell the rented premises OR have prepared a contract of sale No

-
2. Is a mortgagee taking action for possession of the rented premises and has commenced a proceeding to enforce a mortgage over the rented premises. No
-
3. I/We are the owner/s of the renter premises. Yes
-
4. Is the rented premises supplied with electricity from an embedded electricity network?* No
 *An embedded electricity network is where a privately owned and managed network supplies power to all the properties in a single building or development.
-
5. Has the premises been the location of a homicide or drug trafficking/manufacture in the last 5 years? No
-
6. Does the premises comply with the rental minimum standards? Yes
-
7. Has the Residential Rental Provider received a repair notice, in the last 3 years, relation to mould or damp in the premises? No
-
8. Is there Gas connected at the premises? Yes
 Date of the most recent Gas Safety check: Unsure of Date
-
9. Date of the most recent Electrical Safety check: Unsure of Date
 A Are there any outstanding recommendations for work for the Electrical Safety check? No
-
10. Date of Recent Pool Barrier Compliance check for relocatable pool/spa: No Pool
-
11. Date of the most recent Smoke Alarm testing in the last 12 months: Unsure of Date
 A Are there any outstanding recommendations for work for the Smoke Alarms? No
-
12. Is the premises located in a designated bushfire prone area under section 192A of the Building Act 1993? No
-
13. Is the rented premises a registered place (heritage listed)? No
-
14. Is the premises known to have Friable and Non-Friable Asbestos based on an inspection by a suitably qualified person? No
-
15. Has a Building or Planning Application been lodged for the premises? No
-
16. Is the rented premises or common property the subject of any notice, order, declaration, report, or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of this disclosure? No
-
17. Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the rented premises? No

18. Is the rented premises subject to an owner's corporation (formally known as body corporate)? No

A Is there is a current dispute under Part 10 of the Owners Corporations Act 2006* No which applies to or affects the rented premises?

*Part 10 of the Owners Corporation Act 2006 describes the handling of disputes.

19. Is there a relocatable swimming pool/spa erected at the premises or is intended to be erected? No

A If YES, does the relocatable swimming pool/spa have a safety barrier that is maintained in good repair? No

NA

20. Is there any items (appliance/equipment/fixture/fitting) &/or area (part of the rented premises) that is to be excluded and is to be disclosed to the renter that this item or area is therefore not included in the agreement? No

Part D - Rights and obligations

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

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

Use of the premises

The Renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- must not use the premises for illegal purposes.
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours.
- 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.
- must keep the premises reasonably clean.

Condition of the premises

The rental provider:

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

The Renter:

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

Modifications

The Renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

Locks

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

Repairs

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

Urgent repairs

Section 3(1) of the Act defines urgent repairs. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit 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 they have 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 INCL GST.

The agent Casey Estate Agents can authorise urgent repairs, on behalf of the Residential Rental Provider, on, during or before the day of occupation, up to the amount of \$2500.00 INC GST.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500.00 INCL GST; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can 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.

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 sublets the premises without consent.

The rental provider:

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

Rent

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

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - 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.

Pets

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

PART E - Additional terms

Item 21 Further details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

1. The term of this Agreement shall be as specified in item 5 of the Schedule COMMENCING on the date specified in item 5 in the Schedule and ENDING on the date specified in item 5 in the Schedule and unless the agreement terminates in accordance with the Residential Tenancies Act 1997, the agreement will continue as a periodic tenancy.

Additional Terms

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

Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999.

Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

12. Installation of fixtures, alterations, renovations or additions

The renter must not install any fixtures or make any alterations, renovations, or additions to the premises without first obtaining the rental provider's written consent. Consent is at the rental provider's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the renter must comply with section 64(2) of the Residential Tenancies Act 1997. Examples of items requiring consent include, but are not limited to heaters, air conditioners, dishwashers, in ground and above-ground pools, spas, safety barriers, fences, gates, awnings, blinds, sheds, landscaping, screenings, paving.

13. Ancillary use of the premises

The renter must primarily use the premises as a residence. If the renter wants to use the premises as a residence and for an ancillary

purpose, the renter must first obtain the rental provider's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the renter must comply with section 64(2) of the Residential Tenancies Act 1997.

14. Utility Charges

(1) The rental provider is liable for the costs and charges set out in Section 53(1) and (if applicable) Section 54 of the Residential Tenancies Act 1997.

(Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts)

(2) The renter is liable for the costs and charges set out in Section 52 of the Residential Tenancies Act 1997. (Note: details of the costs and charges are available at www.parliament.vic.gov.au click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts)

(3) If a service is damaged or disconnected because of the fault of the Landlord or the Agent or the fault of their contractors the rental provider must have the service repaired or reconnected and pay the expense of doing so.

(4) If a service is damaged or disconnected because of the fault of the Tenant or any person the renter has allowed or permitted to be on the premises, the renter must have the service repaired or reconnected and pay the expense of doing so.

(5) If the Tenant disconnects or changes supplier of a service, the renter must pay any expense in connection with having the service disconnected and another service connected.

15. Landlord Insurance

(1) The renter will not knowingly do or allow anything to be done on the premises that may invalidate the Rental provider's insurance policies or result in the premiums being increased above the normal rate. The Tenant does not have to comply with this obligation until provided with a copy of the Landlord's insurance policies.

(2) The Renter agrees to pay to the Rental provider any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the renter has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the Rental provider, the agent, or their contractors.

(3) The Renter acknowledges that the Landlord's insurance policies do not provide cover for the Tenant's possessions. (Note: it is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions)

16. Light globes and fluorescent tubes

The renter must replace all damaged, defective, or broken light globes, spotlights, and/or fluorescent tubes (including starters) during the term, at the renter's expense. This obligation does not extend to replacing light globes, spotlights and /or fluorescent tubes (including starters) damaged, broken or made defective by the rental provider, or the agent or their contractors.

17. Tenant to advise landlord or agent of defects

The renter must notify the landlord or agent as soon as practicable upon becoming aware of any defects in the premises that might injure a person or cause damage to the premises.

18. Damage to the premises

(1) The renter must take reasonable measures to ensure that anyone the renter has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the rental provider, the agent or their contractors.

(2) The renter must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) maybe flushed down sewerage, septic, storm water, or drainage systems. The renter must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the renter has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the rental provider, the agent at their contractors.

(3) The renter will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the renter has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the rental provider, the agent or their contractors.

(4) The renter will indemnify the rental provider against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or negligence of a person the renter has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the rental provider, the agent or their contractor.

19. Cleaning carpets on vacating the premises

If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy (and the landlord or agent has produced a copy of the receipt for payment, upon request), the renter will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent, with a receipt for payment of the work.

20. Fasteners, antennas and signs

The renter must obtain the rental provider's or the agent's written permission before painting or affixing any sign or antenna or cabling to the inside or outside of the premises. The rental provider's or the agent's consent is also required before any nail, screw, or other fastener or adhesives affixed to the inside or outside of the premises. The rental provider's or the agent's consent will not be unreasonably withheld but may be given subject to reasonable conditions. Reasonable conditions include (but are not limited to) removal of the thing affixed when the tenancy is terminated or comes to an end and the making good of any damage caused to the premises by the installation or removal of that thing.

21. Smoke detectors

- (1) if you become aware, or reasonably consider, a smoke detector at the premises is not, or may not be, in proper working order you must notify the managing agent as soon as possible, preferably within 24 hours.
- (2) If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must notify the managing agent as soon as possible, preferably within 24 hours.
- (3) You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must notify the managing agent as soon as possible, preferably within 24 hours.
- (4) The rental provider may arrange annual smoke alarm maintenance with Smoke Alarm Specialists. This will be coordinated through Smoke Alarm Specialists and the tenants. If the landlord chooses this service the renter must allow access.

22. Flammable liquids, kerosene heaters and vehicle boat repairs

- (1) The renter must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.
- (2) The renter must not service or repair a motor vehicle, motorcycle, or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.
- (3) The renter must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

23. Storage and removal of waste and rubbish

The renter must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for the purpose (if any). The renter must have rubbish and waste regularly removed in accordance with the municipality's rubbish and waste removal timetables.

24. Washing

If the renter hangs washing outside or airs articles, the clothes line (if any) provided with the premises must be used. The renter must not hang washing or air articles on common property, unless facilities for doing so are provided for the renter's use. The renter must use the facilities in the manner required by the owners corporation.

25. Garden

- (1) The renter will maintain the garden (if any) of the premises including the lawn, trees, shrubs, plants, and garden beds in a neat and tidy condition, free of weeds and so far as is reasonably possible free of garden pests and properly watered (water restrictions if any permitting). When watering, the renter must comply with restrictions, if any.
- (2) If the garden is watered by a watering system and/or by tank water, the renter will maintain the system and/or tank(s) in the state of repair and condition it or they were in at the start of the tenancy (fair wear and tear excepted). The renter is not required to repair damage caused by the rental provider, the agent, or their contractors.

26. Pets

The renter must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent 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 legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owners corporation.

27. Change in occupation of the premises

- (1) If during the term of the tenancy the people in occupation of the premises change, the renter must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.
- (2) If the renter assigns the tenancy or sub-lets, contrary to clause 10, or if the renter abandons the premises or cancels the tenancy, the renter may be required to reimburse the rental provider's reletting expenses including -
- a pro-rata letting fee;
 - advertising or marketing expenses incurred;
 - rental data base check on applicants;
 - rent on the premises until such time as the lease is assigned or canceled or the expiry of the tenancy, whichever first occurs
- (3) The renter's obligation to pay the rental provider's reletting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the renter's default.

28. Tenant intending to leave when the lease ends

If the tenant intends to vacate the premises at the end of the tenancy, written notice of the renter's intention to vacate must be given to the landlord or the agent 28 days before the tenancy comes to an end.

29. Return of keys and obligation to pay rent

The renter must return all the keys of the premises to the landlord or the agent when the tenant vacates the premises. The renter's obligation to pay the rent continues until the time the keys are returned, subject to the landlord taking reasonable steps to mitigate any loss by attempting to re let the premises.

30. Tenant remaining in possession after tenancy ends.

If the tenant remains in occupation of the premises after the tenancy has come to an end and does not then enter into a fixed term lease, the renter must give written notice of intention to vacate the premises specifying a termination date that is not less than 28 days after the day on which the tenant gives notice to the landlord or the agent.

31. Landlord requiring the premises when the lease ends

If the landlord requires possession of the premises when the lease ends, the rental provider will give the renter a notice in the manner required by the Residential Tenancies Act 1997.

32. Changing locks and alarm code

- (1) The renter may change the locks of the premises. If the tenant changed the locks, the renter must give the landlord or the agent duplicate keys to the changed locks as soon as practicable.
- (2) The renter may change the code of an alarm at the premises. If the code is changed, the renter must advise the landlord or the agent of the changed code as soon as practicable.

33. "To Let" signs

The renter will allow the landlord or the agent to erect a "To Let" sign on the premises during the last month of a tenancy. A sign must be positioned so as not to interfere with the renter's quiet enjoyment of the premises.

34. "Auction" and "For Sale" signs

The renter will allow the landlord or the agent to erect an "Auction" or a "for sale" sign on the premises at any time. A sign must be positioned so as not to interfere with the renter's quiet enjoyment of the premises.

35. Owners corporation rules

- (1) The rules of an owners corporation affecting the premises are attached to this rental agreement. (Note: ensure the rules are attached to each part of this rental agreement)
- (2) The renter will comply with the rules of the owners corporation or any rules amending or superseding those rules, provided the amending or superseding rules are provided to the tenant.
- (3) The renter is not obliged to contribute to the owners corporation capital costs or other owners corporation expenses that would, except for this clause, be payable by the landlord.

36. Tenant cannot use bond money to pay rent

- (1) The renter acknowledges the Residential Tenancies Act 1997 provides the renter may not refuse to pay rent on the ground a renter intends to regard the bond as rent paid in the respect of the premises.
- (2) The tenant further acknowledges the Residential Tenancies Act 1997 permits the Victorian Civil and Administrative Tribunal to impose a penalty if it is satisfied a breach of the bond requirements of the Act has occurred.

37. Changing the rent

- (1) If this is not a fixed term rental agreement, the rental provider may increase the rent by giving the tenant 60 days notice required by the Residential Tenancies Regulations 2008. The rental provider must not increase the rent more than once in every 6 months.
- (2) If the tenant disagrees with a rent increase sought by the rental provider, the renter may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

38. Tenant Reimbursement: late or non payment

(1) If the tenant fails to make a payment under the terms of this agreement on the due date for the payment and the rental provider and / or the agent incurs fees and /or charges as a consequence of that failure, the renter will reimburse the rental provider and / or the agent the full amount of those fees and/or charges, on demand.

(2) For the purpose of clause 38.1 'fees and/or charges' includes additional interest (if any) paid or payable by the rental provider and/or the agent to an authorized deposit-taking institution, financier, service provider, or contractor.

"Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth).

39. Receipt of condition report/written statement of rights and duties of a rental provider and tenant

The renter acknowledges having received before entering into occupation of the premises

(1) two copies of the condition report signed by or on the behalf of the landlord; and

(2) a written Guide authorised and published by the Victorian Government, setting out the rights and duties of a rental provider and tenant under a rental agreement.

40. Consent to receive information and notices by electronic communication

(1) For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the rental provider and the tenant each consent to information and notices being given to them by means of an electronic communication.

(2) In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act.

41. Tenant cannot grant a licence or part with occupation without consent

The renter must not grant a licence over, or part with occupation of, the premises or part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the rental provider's written consent which, if give, may be subject to reasonable terms and conditions.

Additional Terms Additional Terms 1 1 B1

Additional Clauses

Additional Terms which do not take away any of the rights and duties included in the Residential Tenancies Agreement 1997 are set out below. Any additional items must comply with the Unfair Contract terms under the Fair Trading Act 1999.

42. VACATING THE PREMISES

The RENTER/S hereby agree to return all keys to the within named premises to the office of Parkes Property by 5:00PM on the day of my/our vacation. I/We will continue to pay rent until the key/s are returned. The RENTER/S acknowledges the carpets will be steam cleaned upon vacating the premises and a receipt will be provided at the time the keys are returned.

43. RENT PAYMENTS

(A) All rental payments shall be made on time and in full, no part payments will be accepted

(B) The RENTER/S is responsible for charges due to dishonoured cheques. No further personal cheques will be accepted

44. INSTALLATION OF HOOKS

(A) The RENTER/S understands that no hooks, nails or pictures are to be put on the walls unless authorised in writing by the LANDLORD or the LANDLORD'S AGENT. The RENTER/S acknowledges that no blutak or sticky tape or any such substance should be used on the walls or doors.

(B) Both the RENTAL PROVIDER and the RENTER/S agree should the RENTER/S be granted permission to install picture hooks to the walls in the property, they must seek advice from the RENTAL PROVIDER as to whether they need to remove all picture hooks installed, have the picture hook holes patched and wall painted to rectify the walls to original.

45. FLOORBOARDS AND FLOATING FLOORS

If the within named property has polished boards/floating floors, it is the TENANTS responsibility to fit floor protectors on all pieces of furniture to protect the floor boards/floating floors from scratching. Stiletto shoes are not to be worn at any time by the occupant and/or guests throughout the tenancy to prevent indentations occurring.

The RENTER/S acknowledges that they will place felt tips on the base of all furniture where there are polished floor boards/floating floors.

46. KEYS AND REMOTES

(A) The RENTER/S is hereby responsible for the replacement of lost keys and auto remote controls

(B) The RENTER/S acknowledges that should they wish to order extra keys/remotes for the property it will be at the RENTER/S expense. The RENTER/S acknowledges that copies of these keys must be returned to Parkes Property at the end of the tenancy without reimbursement.

47. PARKING OF VEHICLES

(A) The RENTER/S shall not park or allow to be parked, vehicles on the premises which leak oil unless a suitable oil tray are provided. Visitor's cars are not permitted on the premises unless where Body Corporate 'visitor' signs are displayed

(B) The RENTER/S understands that is the property is advertised without any off street parking available, it is the RENTER/S responsibility to acquire a permit through the council if necessary.

48. PLANTS NOT TO BE PLACED ON CARPETS

The RENTER/S acknowledges that no plants or pots are to be placed on the carpet. Any damage caused by this will be at the RENTER/S cost.

49. WITH HOLDING RENT

Rental payments are to be paid on or before the due date in accordance with this agreement and the RENTER/S must not with hold any payment as a result of a maintenance dispute. Any late payment will be regarded as a breach of this agreement and applicable action will be taken. All maintenance must be put in writing and will be dealt with in due course.

50. TRANSFER OF LEASE FEE

The RENTER/S acknowledges that should a transfer of lease occur a fee of \$220 (including GST) will be payable to Parkes Property once the transfer has been approved by the landlord.

51. SWIMMING POOLS

The RENTER/S acknowledges by law that inflatable/portable pools cannot be erected at the property, as they do not comply with council laws. If a fine is issued for the illegal erection of any inflatable/portable pool then the RENTER/S agrees to pay any costs associated with this.

52. RUBBISH REMOVAL

The RENTER/S agrees to remove all rubbish from the property at the time of vacating. This includes the removal of rubbish from inside the garbage, recycle and green waste bins.

53. NON-URGENT MAINTENANCE

The RENTER/S acknowledges that all non-urgent maintenance must be put in writing either via email to the property manager or written on the supplied maintenance request form.

54. THE PREMISES ARE A "SMOKE FREE ZONE"

The RENTER/S acknowledges that the premises are a smoke free zone and will ensure that they and their invitee's do not smoke inside the premises.

55. ROUTINE INSPECTIONS

Routine inspections will be completed on a 6 monthly basis, the first one being 3 months after the commencement of a new tenancy. The RENTER/S is not required to be home. If the RENTER/S is not home, an office set of keys will be used to access the property. Photos will be taken at the routine inspections to record the condition of the property.

56. CONTENTS INSURANCE

It is the RENTER/S responsibility to take out their own contents insurance. It is highly recommended that the RENTER/S arrange this with their preferred provider as the rental provider is not responsible in the event that your contents get damaged.

57. URGENT REPAIRS

The agent CAN authorise urgent repairs.

The maximum amount for repairs which the agent can authorise is \$1,000.00. The agents telephone number for urgent repairs is: 9848 1100 During office hours Please call 9848 1100 Monday - Friday 9:00am - 5:30pm Saturday 9:00am - 4:30pm After hours Please call your property manager on their mobile number, RENTER/S to leave a voicemail if the call is not answered and send a text message stating the property address and the urgent maintenance issue.

Chris Parsons - 0422 792 670

Audrey Piperno - 0418 541 596

Joanne Chen - 0413 151 095

You must speak to your property manager to ensure your maintenance is classed as urgent maintenance, if not you may be liable for the entire cost of the afterhours callout should your request not constitute an emergency repair.

WHAT TO DO IF YOU ARE LOCKED OUT

1. If during business hours, contact our office to check if we have a spare key. (If out of business hours, you will need to contact a locksmith at your own expense).
2. If we do have a spare key, you must attend out office for collection. (If we do not have a key, you will need to contact a locksmith at your own expense).
3. Once you have let yourself into the property you must arrange for the key to be returned to the office as a matter of urgency. NB: Should you be in a situation where you must 'break and enter' please be aware that you will need to arrange urgent repair of any broken structures or items at your own expense.

WHAT TO DO IF YOU HAVE A MAJOR WATER LEAK

1. Turn off the main water supply usually located at the front of the property.
2. Contact your property manager to advise of the water leak so they can arrange necessary maintenance.

WHAT TO DO IF A TREE HAS FALLEN

1. Contact the SES Ph: 132 50 and report the matter
2. Contact your property manager to advise of the fallen tree so they can arrange necessary maintenance.

WHAT TO DO IF THE POWER IS OUT

1. Ascertain whether your neighbours have also lost power to find out if the problem is only isolated to your rental property
2. Contact your power company to find out whether any power shortages have been reported in the area. They will often give you an approximate time of when the power will be restored
3. Check the fuse box to see whether the safety switch has tripped. If so, you may have a faulty appliance. Turn the safety switch back on and turn on each appliance individually to ascertain which appliance is causing the safety switch to turn off.

WHAT TO DO IF YOU SMELL GAS

1. Contact the National Response Centre phone number located on your gas bill
2. Try to locate where the smell is coming from
3. If it is coming from the gas meter usually located at the front of the property, contact your gas supplier to report the fault and have a technician attend. Also advise your property manager of the event to be noted in the property file.
4. If it is not coming from the gas meter, contact your property manager to advise of the potential gas leak so they can arrange necessary maintenance. If you are unable to reach your property manager, please leave a message on the mobile and the matter will be addressed within 24 hours in accordance with the Residential Tenancies Act.

VACATE CLEAN

The TENANT(S) acknowledge that on vacating the property a professional cleaner will be employed to carry out a full vacate clean and will provide the AGENT with an invoice/receipts for such work.

The TENANT(S) also agree that the power will not be disconnected until the final clean has been accepted by the RENTAL PROVIDER/AGENT.

Kerosene & oil heaters not permitted

The Renter shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind

Lease break - Breach of Fixed term

In the event that the Tenant needs to vacate the premises prior to the expiry of this Agreement [and prior to the Diplomatic Clause coming into effect], the Tenant agrees to immediately advise the agent in writing and pay the re-letting costs as follows:

- (a) pro rata leasing fee (regardless of who found the tenant)
- (b) all rental payable up to the commencement of any new tenancy or up to the expiry date of the current lease, whichever comes first. Rent must continue to be paid one month in advance as per this lease agreement.
- (c) any advertising incurred

Additional Conditions

1. Water consumption & utilities

The Tenant shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.

2. Insurance

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

The Tenant agrees to pay the Landlord any excess amount charged or any additional premium charged by the Landlords Insurance Company [to the extent the Landlord elects to have this insurance in place and use it for the tenant responsible damage] as a result of any damage that has been caused by the Tenant, or by anyone on the premises with the consent of the Tenant that is covered under the insurance policy.

3. Tenant's contents insurance

The Landlord is not responsible to insure the Tenants possessions. The Landlords insurance policy covers only the building plus any fixtures and fittings. With the ever-increasing incidence of burglary and theft, it is strongly recommended that the Tenant take out Contents Insurance cover. The Landlord accepts no responsibility for stolen, misplaced or damaged personal belongings kept inside or outside the rented premises. This includes but is not limited to items stored in vehicles in common car parking areas.

4. Light globes to be replaced by Tenant

The Tenant shall at the Tenants expense replace all light tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

5. Rubbish

The Tenant must store all rubbish and waste in appropriate receptacles with close fitting lids. Rubbish and/or waste receptacles must be kept in the place specifically provided for this purpose (if any). The Tenant must have rubbish and waste regularly removed in accordance with the municipalitys rubbish and waste removal timetables.

6. Hanging clothes

The Tenant shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.

7. Mechanical repairs not to be carried out

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

8. Blockages caused by misuse

The Tenant shall hereby pay the cost of clearing any pipe, drain, toilet or sewage blockages belonging to the premises caused by misuse by the tenant or their visitors.

9. Carpet steam cleaning

The Agent and/or Landlord will make an assessment at the end of the tenancy, once the tenants have vacated, as to whether the carpets are in need of cleaning. If this is the case the Tenants hereby agree to have the carpets professionally steam or dry cleaned at their own expense and provide a receipt to the Agent.

Section-4A

4A.Consent to electronic service

(1) Express Consent

The TENANT:

(Check one box only)

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address:

Email address:

OR

☐ Does Not Consent to the electronic service of notices and other documents.

The LANDLORD:

(Check one box only)

☒ Consents to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* at this email address:

Email address:

OR

☐ Does Not Consent to the electronic service of notices and other documents.

(2) Inferred Consent

If the TENANT or the LANDLORD (as the case may be) have not consented to electronic service under subclause (1), the TENANT or the RENTAL PROVIDER must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The TENANT or the RENTAL PROVIDER must immediately give notice in writing to the other party if the email address for electronic service under subclause (1) changes.

(4) Withdrawal of Consent

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

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

Evaporative Cooling (if applicable)

When in use the tenants are to ensure windows and doors are open to allow the unit to operate correctly, preventing condensation and damages to the unit and/or house.

Signatures

This agreement is made under the Residential Tenancies Act 1997.

Before signing you must read Part D - Rights and obligations in this form.

Signature of rental provider/agent

Name/trading name

Hallmark Real Estate Pty Ltd T/A Casey Estate Agent

Signature



Date

28/03/2023

✓ I/We the Renter/s have read and understood this agreement, and I/We accept and agree to all of its Terms and Conditions. Furthermore, I/We the Renter/s confirm I/We have been provided the Statement of Information, the Information Disclosure statement and the details of the Minimum Rental Standards for the premises on 28/03/2023 05:42 PM.

Signature of renter 1

Name/trading name

Duane Alderson

Signature



Date

28/03/2023

IP: 2001:8003:dcde:1e00:2ccc: | Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) Ap

Signature of renter 2

Name/trading name

Jodie Alderson

Signature



Date

28/03/2023

IP: 2001:8003:dcde:1e00:2ccc: | Mozilla/5.0 (Macintosh; Intel Mac OS X 10_15_7) Ap

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 02 April 2025 04:24 PM

PROPERTY DETAILS

Address: **1141 FRANKSTON-FLINDERS ROAD SOMERVILLE 3912**
Lot and Plan Number: **Lot 5 LP33882**
Standard Parcel Identifier (SPI): **5\LP33882**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **91729**
Planning Scheme: **Mornington Peninsula**
Directory Reference: **Melway 148 F1**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **HASTINGS**

OTHER

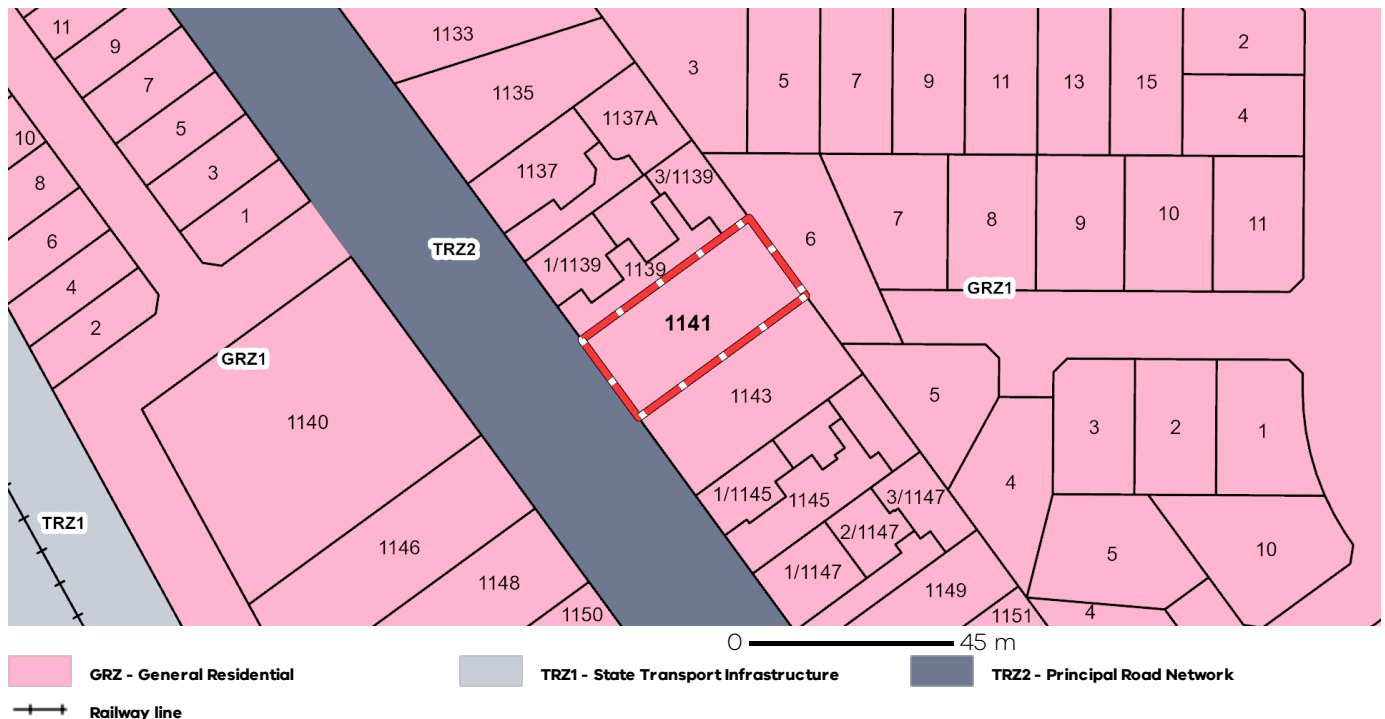
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



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 27 March 2025.

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

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

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

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

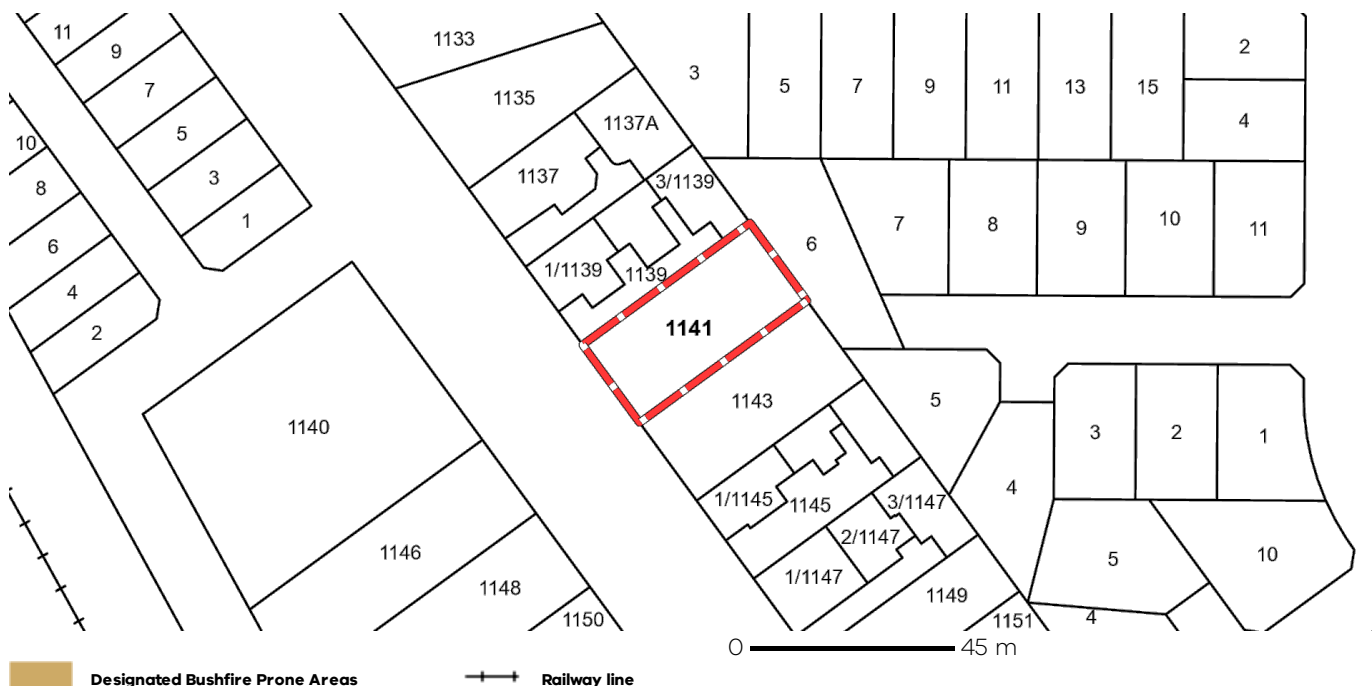
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://nativevegetation.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://environment.vic.gov.au/naturekit)