

Contract of Sale of Land

Property: 302 DEAD HORSE LANE MANSFIELD VIC 3722



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Property: 302 DEAD HORSE LANE MANSFIELD VIC 3722

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
 Name of individual
 State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
 Name of individual
 State nature of authority (if applicable):

.....
Signature of individual

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

LUKE REARDON ANTHONY DORAN
.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

ANTHEA SUSAN DORAN
.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

302 DEAD HORSE LANE MANSFIELD VIC 3722

WHERE SIGNATORY IS A COMPANY:

EXECUTED by

ABN
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

302 DEAD HORSE LANE MANSFIELD VIC 3722

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Particulars of sale

Vendor's estate agent

Name: McGrath Mansfield
 Address: 6/18 High Street, Mansfield VIC 3722
 Email: katemcdougall@mcgrath.com.au
 Tel: Mob: 0419303515 Ref: Kate McDougall

Vendor.

Name: LUKE REARDON ANTHONY DORAN & ANTHEA SUSAN DORAN
 Address:
 ABN/ACN:
 Email:

Vendor's legal practitioner or conveyancer

Name: Nevett Ford Lawyers Melbourne
 Address: Level 16, Rialto South Tower, 525 Collins St, Melbourne VIC 3000
 Email: jxue@nevettford.com.au
 Tel: 03 9614 7111 Mob: Ref: 626553

Purchaser

Name:
 Address:
 ABN/ACN:
 Email:

Purchaser's legal practitioner or conveyancer

Name:
 Address:
 Email:
 Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12354 Folio 068	1	PS847599G
Volume Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 302 DEAD HORSE LANE MANSFIELD VIC 3722

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

All fixed floor coverings, electric light fittings, window furnishings and anything of a fixed or permanent nature.

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

GST (if any) must be paid in addition to the price if the box is checked

This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

This sale is a sale of a 'going concern' if the box is checked

The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 and 26.2)

is due on / /20.....

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: \$ Approval date: / /20.....

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

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

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

302 DEAD HORSE LANE MANSFIELD VIC 3722

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993 (Vic)* 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 (Vic)* and regulations made under the *Building Act 1993 (Vic)*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993 (Vic)* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not –

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

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

- 14.6 Payment of the deposit may be made or tendered –
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed –
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.10 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.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition –
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

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

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

19.7 In these general conditions –

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; andthe author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

despite –

 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
 - (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act 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 Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
 - (a) settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to –
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that –
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

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

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962 (Vic)* –

- (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 (Vic)*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

- 35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
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302 DEAD HORSE LANE MANSFIELD VIC 3122

SPECIAL CONDITIONS

To the extent that any of the following special conditions conflict with the general conditions, the special conditions prevail.

1. Interpretations & Definitions

1.1. In this Contract unless the context requires otherwise:

- (a) the singular shall include the plural and vice versa;
- (b) a reference to a gender will include all genders;
- (c) a reference to an individual will include a company or other corporate entity or body;
- (d) if a party consists of more than one person, those persons will be jointly and severally liable for performance of the party's obligations.

1.2. In the special conditions:

"Contract" means this contract of sale of real estate between the Vendor as to one part and the Purchaser as to the other part;

"Day of Sale" has the meaning given in the particulars of sale of this Contract;

"Goods" means any goods or improvements sold with the Property under this Contract, including, but not limited to, the goods specified in the particulars of sale in this Contract;

"Environmental Matters" include all matters relating to the environment including but not limited to land use, contaminants, soil content, water disposal and run-off, pollution of any form, asbestos, mould, waste of any type or any other matter relating to the protection of the natural environment or of people from conditions of the environment;

"Guarantee" means the guarantee and indemnity contained in Annexure 1;

"Land" has the meaning given in the Particulars of Sale;

"Law" means any law, statute, regulation, by-law, planning scheme provision or order of any Government or regulatory body;

"PEXA" means Property Exchange Australia Limited;

"Property" means the property sold including the Goods under this Contract and described in the particulars of sale in this Contract;

"Purchaser" means the purchaser named in the particulars of sale in this Contract;

"TAA" means the *Taxation Administration Act 1953 (Cth)*;

"Settlement" means the provision of vacant possession or receipt of rent and profits of the Property to the Purchaser and the payment by the Purchaser of the Purchase Price and all other money due to the Vendor under the Contract.

"Threshold Amount" has the same meaning as specified in Section 10I of the Sale of Land Act 1962 (Vic).

"Vendor Statement" means the statement made by the Vendor under section 32 of the *Sale of Land Act 1962*, a copy of which is annexed to this Contract as Annexure 2; and

"Vendor" means the vendor named in the particulars of sale in this Contract.

2. Amendments to general conditions

- (a) General Condition 1.2 is amended to read "The parties consent to this contract and any other notice or communication given under this contract being signed by or on behalf of a party by an electronic signature.";
- (b) General Condition 1.5 is amended to read "Each party consents to the exchange of counterparts of this contract and any other notice of communication given under this contract by delivery by email or such other electronic means as may be agreed in writing.";

- (c) General Condition 6.4 (b) is deleted;
- (d) General Conditions 12 is deleted and do not apply to this Contract;
- (e) General Condition 9 (Consents) is amended by deleting the second sentence;
- (f) General Condition 18.6 (b) is amended by deleting “if there is no exchange of funds or value” and inserting in lieu “if an exchange of funds or value is not required under this Contract”;
- (g) General Condition 18 is amended by inserting the following condition 18.10:
If the Purchaser gives written notice under General Condition 18.2:
 - (i) the Purchaser must pay the Vendor’s costs being the costs incurred by Vendor’s legal representative in arranging a physical, paper based settlement in the sum of \$400.00 plus GST, which amount is to be adjusted in the favour of the Vendor at Settlement;
 - (ii) The Vendor is not obliged to settle this Contract until 10 business days after the Purchaser gives the notice under General Condition 18.2;
 - (iii) If required by the Vendor, the Purchaser must pay interest under special condition 7 from and including the date Settlement is due until Settlement is effected.
- (h) General Condition 26.1 (Time) – insert “, and always remains of the essence, notwithstanding any waiver given or indulgence granted by the vendor to the purchaser.”;
- (i) General Condition 31.3 – delete “but may claim compensation from the vendor after settlement”;
- (j) Insert additional General Condition 34.3 (Default Notice) to read, “Without limiting any right of the vendor, the reasonable costs referred to in General Condition 34.2(b)(ii) are agreed at AUD\$770.00 including GST”;
- (k) General Condition 35.4 (Default Not Remedied) – replace the word “up” with the word “equal”.

3. Contract to constitute whole agreement

There are no conditions, warranties or other terms affecting the sale other than those in this Contract. The Purchaser is not entitled to rely on representations made by the Vendor or its agents except those made conditions of this Contract.

4. Counterparts

The parties may execute this Contract in two or more counterparts and all counterparts together constitute one document.

5. Property and Improvements

- (a) The Property and any Goods included in this Contract are sold in their present condition and subject to any defects and notices or orders affecting them as disclosed in the Vendor Statement or otherwise;
- (b) Without limiting the foregoing neither the Vendor nor the Vendor’s agent has made any representation or given any warranty:
 - (i) as to the condition or fitness for any purpose of the Property, any improvements on the Property or any of the Goods;
 - (ii) that any building, fixture or other improvement is free from defect or fit for any particular use;
 - (iii) that the Property, any improvements, alterations or additions on the Property or any of the Goods comply with the requirements of any Law, and the Purchaser agrees that any failure of any buildings or improvements to comply with any planning or building legislation, regulations or by-laws or any planning permit will not constitute a defect in the Vendor’s title or affect the validity of this Contract or the Purchaser’s obligation to complete this Contract;

- (iv) the improvements erected on the Property or that any alterations or additions to the improvements comply with the requirements of the relevant building regulations, the local council, any statute or statutory authority
 - (v) that any improvements on the Property (including fences) are constructed within the boundaries or that improvements owned by other persons or on adjoining properties do not encroach into the Land; and
 - (vi) that any of the Goods or any appliance, installation or item of equipment included in the sale is in working condition.
- (c) The Purchaser purchases and accepts the Property including all improvements and the Goods in their condition and state of repair at the Day of Sale and expressly releases the Vendor and the Vendor's agent from all claims, demands and actions in respect of the matters referred to in these special conditions.
- (d) The Vendor will have no obligation whatsoever to carry on any repair works, alterations or improvements to the Property or the Goods or improvements after the Day of Sale or to pay compensation, rectify or to repair or make good any matter or thing relating to the Property or the Goods.

6. Purchaser's own inspection and enquiries

- (a) The Purchaser warrants and represents to the Vendor that it has carried out all enquiries the Purchaser considers necessary or desirable and has agreed to purchase the Property and the Goods based on the Purchaser's own inspection of and enquiries concerning the Property and without relying on any representation or warranty made or given by the Vendor or the Vendor's agent.
- (b) Neither the Vendor nor the Vendor's agent gives any warranty about:
- (i) the use to which the Property may be put; or
 - (ii) the Purchaser's intended or actual use of the Property for any particular purpose after Settlement.
- (c) Without limitation, the Purchaser:
- (i) is satisfied as to the nature, quality and state of repair of the Property;
 - (ii) accepts that structures or improvements on the Property (including fences) may not be contained wholly within the title boundaries and that structures or improvements of an adjoining property may encroach over the title boundaries of the Property;
 - (iii) accepts the Property as it is and subject to all defects (latent or patent) and all dilapidation and infestation;
 - (iv) has satisfied itself about the prohibitions, conditions or restrictions on the use of the Property under any Law; and
 - (v) will not make any objection, requisition or claim against the Vendor, nor rescind or terminate this Contract because of any alleged failure to by the Vendor to comply with the requirements of the relevant building regulations, the local council, any statute or statutory authority concerning the Property.
 - (vi) accepts the nature, location, availability or non-availability of any utilities or services.
- (d) The Purchaser buys the Property subject to all easements and encumbrances affecting the Property including those disclosed in the particulars of sale to this Contract and/or implied by the Subdivision Act 1988(Vic).

7. Environmental Matters

7.1. Acknowledgements

The Purchaser provides the following acknowledgements to the Vendor:

- (a) that the Purchaser buys the Land subject to any Environmental Matters affecting the Land; and

- (b) no representation or warranty and no indemnity of any kind has been made or given by or on behalf of the Vendor concerning the existence or otherwise of any contaminants on or in the Land or concerning the risk of any possible harm or detriment which may be caused to any beneficial use of the Land by virtue of the existing state of Environmental Matters.
- (c) the Purchaser will not make any objection, requisition or claim against the Vendor, nor rescind or terminate this Contract because of any alleged Environmental Matters affecting the Land; and
- (d) for the purposes of this Special Condition a reference to "Land" includes a reference to the building of which the Land forms part.

7.2. Non-Merger

This special condition will not merge at settlement of this Contract.

8. Default Interest

If either party defaults in payment of any money under this Contract, then interest at a rate of 4% higher than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* and computed upon the money overdue during the period of default shall be paid by the party in default without demand by the offended party and without prejudice to any other rights of the offended party.

9. Not used

10. Foreign Acquisition and Takeovers Act 1975

10.1. The Purchaser warrants to the Vendor:

- (a) that the Purchaser is ordinarily a resident in Australia; or
- (b) that the Purchaser is not a corporation, business or trust in which there is a substantial foreign interest within the meaning of the *Foreign Acquisition and Takeovers Act 1975* ("**Act**"); and
- (c) that the provisions of the Act and the *Foreign Acquisitions and Takeovers Regulations 1989* requiring the obtaining of consent to this Contract do not apply to the Purchaser or this Contract.

10.2. In the event of there being a breach of this warranty, whether intentional or not, the Purchaser agrees to indemnify and compensate the Vendor in respect of any loss, damage, expense, penalty, fine or legal costs which may be incurred by the Vendor as a consequence of that breach of warranty.

10.3. This warranty and indemnity shall not merge on settlement.

11. Nomination

11.1. General Condition 4 does not apply to this Contract.

11.2. The Purchaser may at any time up to 21 days before the Settlement Date nominate a substitute or additional purchaser (Nominated Purchaser) by the delivery to the Vendor's Lawyer of:

- (a) a completed and executed notice of nomination form completed to the satisfaction of the Vendor's Lawyer;
- (b) where the Nominated Purchaser is or includes a corporation, a guarantee executed by the directors of the Nominated Purchaser in the form attached to this Contract as Attachment 1, of the performance by the Nominated Purchaser of the obligations of the Nominated Purchaser under this Contract; and

11.3. Without prejudice to any further requirements, the Vendor or the Vendor's Legal Practitioner may require:

- (a) if the Vendor and Purchaser have agreed that for GST purposes the supply under this Contract is either of a going concern or one to which the margin scheme applies), the Nominated Purchaser to acknowledge in writing that the supply would be a supply of a going concern or one to which the margin scheme applies (as the case may be); and

(b) the nomination to be conditional on approval under the Act if the Nominated Purchaser is a foreign person as that term is defined in the Act.

- 11.4. The Purchaser and any of the guarantors of the Purchaser indemnify the Vendor and must keep it indemnified from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the Nominated Purchaser.
- 11.5. The Purchaser remains liable for the performance of all the obligations of the Nominated Purchaser under this Contract despite the nomination of the Nominated Purchaser.
- 11.6. The Purchaser cannot nominate a substitute or additional purchaser pursuant to this special condition if it is in default under this Contract at the time it purports to make the nomination.

12. Swimming Pool

- 12.1. The Purchaser acknowledges and agrees that it has made its own enquiries regarding its obligations as owner and has not relied on any representations made by the Vendor or the Vendor's Agent with respect to the swimming pool and/or spa and the safety barriers to the swimming pool and/or spa at the Property which are required under the Building Regulations 2006.
- 12.2. The Purchaser shall, if required to do so, comply with the obligations under the Building Regulations 2006 at its own expense, with respect to the safety barriers to restrict access to the pool and/or spa area at the Property.

13. Smoke Detectors

The Purchaser acknowledges and agrees that it will comply with the obligations, if any are applicable to the Property, in respect of the installation of smoke detectors in the Property under the *Building Regulations 2006*.

14. Purchaser warranties as to capacity

14.1. General warranties

The Purchaser represents and warrants that, as at the Day of Sale and Settlement:

- (a) **(power)** it has full legal capacity and power to:
- (i) own property; and
 - (ii) enter into and perform its obligations under this Contract;
- (b) **(authorisations)** it has taken all action required, and obtained or been granted all consents, approvals, permissions and authorisations, whether internal or external, necessary to enable it to enter into, and perform its obligations under, this Contract;
- (c) **(binding obligations)** the Contract constitutes a valid and legally binding obligation of it in accordance with its terms; and
- (d) **(no untrue statements of fact)** no representation, warranty or other information provided by it contains any untrue statement of material fact or omits to state a material fact necessary to ensure that the representation, warranty or information is not misleading.

14.2. Corporate Purchaser

- (a) If the Purchaser is or includes a corporation (**Corporate Purchaser**) then the person signing on behalf of the corporation:
- (iii) warrants that it has executed the Contract lawfully and in accordance with the constitution of the purchaser company; and
 - (iv) must cause all directors of the Purchaser corporation to execute the form of guarantee and indemnity attached.
- (b) If the Purchaser breaches the warranty contained in special condition 14.2(a) above, the person that signs this Contract acknowledges and agrees that they will be personally liable for the performance of the Purchaser's obligations.
- (c) If the directors of the Corporate Purchaser do not execute the attached guarantee and indemnity in accordance with special condition 14.2(a) within three (3) Business Days of

the date of this Contract, the Vendor may rescind this Contract and retain the Purchaser's deposit which shall be forfeited.

- (d) the Purchaser represents and warrants to the Vendor that:
 - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.

14.3. Purchaser as Trustee

If the Purchaser purchases the Property as trustee for any trust (**Trust**), the following shall apply:

- (a) the Purchaser enters into this Contract in its own capacity and in its capacity as trustee of the Trust;
- (b) the Purchaser and its successors in title as trustee of the Trust will be liable under this Contract in the Purchaser's own right and as trustee of the Trust.
- (c) nothing releases the Purchaser from any liability in its personal capacity or in its capacity as trustee of the Trust.
- (d) the Purchaser warrants to the Vendor that as of the date of this Contract:
 - (i) all the powers and discretions conferred by the trust deed of the Trust (Trust Deed) are capable of being validly exercised by the Purchaser as trustee as have not been varied or revoked and the Trust is a valid and subsisting trust;
 - (ii) the Purchaser is the sole trustee of the Trust and has full and unfettered power under the terms of the Trust Deed to enter into and be bound by this Contract on behalf of the Trust and that this Contract is being executed and entered into as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust; and
 - (iii) no restriction on the Purchaser's right of indemnity out of or lien over the Trust's assets exist or is permitted to exist.

15. Default

Further and in addition to any other provisions of this Contract in relation to default on the part of the Purchaser, the Purchaser acknowledges that:

- (a) the Vendor will or may suffer additional losses or expenses if:
 - (i) the Purchaser fails to complete the purchase of the Property on the due date under this Contract; or
 - (ii) Settlement occurs in a calendar year after the calendar year in which Settlement falls due under this Contract due to default by the Purchaser and a liability for land tax is incurred by the Vendor which the Vendor would not otherwise have incurred if Settlement was effected in accordance with the Contract.
- (b) each and every one of the losses and expenses described in special condition 17(c) is agreed to be reasonably foreseeable loss and shall be deemed to be a "reasonably foreseeable loss" for the purposes of general condition 32;
- (c) the Purchaser, in addition to the interest chargeable under this Contract, shall pay or reimburse the Vendor on demand for:
 - (i) the cost of obtaining bridging finance to complete the Vendor's purchase of another, and interest, charges and other expenses (including legal fees) charged on the bridging finance;

- (ii) interest, charges and other expenses payable by the Vendor under any existing mortgage, charge or other like encumbrance over the property, calculated from the due date for settlement;
- (iii) legal costs and expenses as between solicitor and client; and
- (iv) penalties and any other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property or transaction for which funds from this sale are required.
- (v) rates, taxes or other outgoings with respect to the Property for which the Vendor becomes liable, but for which the Vendor would not have been liable if settlement had taken place on the due date.

16. GST Withholding

The purchaser acknowledges that the GST Withholding Amount stated in the GST Withholding Notice provided by the Vendor shall be taken to be the withholding obligation under the TAA.

17. Adjustment of Rent

Where the Property is leased:

- 17.1. Arrears of Rent for any rental period ending on or before the Settlement Date belong to the vendor and are not adjusted at settlement.
- 17.2. Unpaid Rent for the rental period including the settlement date and the following day ("Current Period") is not adjusted until it is paid.
- 17.3. Rent already paid for the Current Period or beyond must be adjusted at settlement.

18. Statement of Adjustments

- 18.1. The Purchaser's legal practitioner will prepare and provide to the Vendor's legal practitioner the statement of adjustments before settlement and after the Purchaser or the Purchaser's legal practitioner or conveyancer makes an appointment for settlement. This is an essential term of this Contract.
- 18.2. Any proportion of outgoings payable in respect of the Property will be adjusted between the Vendor and the Purchaser on the basis that they have been or will be paid by the Vendor and the Vendor agrees that it will attend to payment of any outgoings properly assessed on the Property at settlement.
- 18.3. Subject to Special Condition 18.4, the Vendor will not require and the Purchaser has no liability to pay an amount for or towards tax for which the Vendor is or may become liable in respect of the land under the *Land Tax Act 2005* unless Special Condition 18.4 applies.
- 18.4. Special Condition 18.3 is not applicable if the Contract Price is greater than the Threshold Amount and any land tax assessed in respect of the Property will be adjusted between the Vendor and the Purchaser.

19. Windfall Gains Tax

- 19.1. Any reference in this special condition to a term defined or used in the *Windfall Gains Tax and State Taxation and Other Acts Further Amendment Act 2021 (VIC)* is unless the Contract indicates otherwise a reference to that term as defined or used in that Act.
- 19.2. If between the Day of Sale, and Settlement any act, event, omission or re-zoning event occurs, or if for any other reason a windfall gains tax liability arises in respect of the Property and WGT

becomes payable on, or in relation to the Property then the Purchaser must pay that WGT at or prior to Settlement.

- 19.3. The Purchaser indemnifies, and keeps indemnified the Vendor in relation to any and all windfall gains tax liability the Property whatsoever which, is the sole responsibility and liability of, the Purchaser.
- 19.4. If for any reason any WGT is deemed to become payable on the Property the Purchaser must pay to the Vendor any WGT payable in respect of the Property in addition to the price.
- 19.5. This clause is an essential term of the Contract and shall not merge at settlement.
- 19.6. The Purchaser covenants that they must not exercise nor be entitled to exercise any of the Non-Recourse Actions in relation to any WGT, or any of the matters raised in this Special Condition.

20. Non-Merger

Any provision of the Contract which is capable of taking effect after completion of this Contract continues in full force and effect and does not merge on settlement.

21. Fractional Interests

- 21.1. If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the Property ("the proportions").
- 21.2. If the proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 21.3. The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 21.4. This special condition will not merge on settlement.

22. Auction Conditions

- 22.1. The Property is offered for sale by public auction, subject to the Vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules ("Rules") prescribed by regulation which modify or replace those Rules.
- 22.2. In addition to the statutory Rules applying to this auction, the following conditions apply:
 - (a) The bidder to whom the auctioneer knocks the Property down is the Purchaser and must, immediately on the fall of the hammer:
 - (i) sign this Contract; and
 - (ii) pay the deposit.
 - (b) If the Purchaser does not sign the Contract and pay the deposit within 15 minutes after the auctioneer has knocked the Property down, the Vendor may sell the Property by auction or private treaty to any other person, and the Purchaser:
 - (i) has no right of action against the Vendor or the Vendor's agent or auctioneer;
 - (ii) is not entitled to call for a contract of sale of the Property;
 - (iii) has no legal or equitable interest in the Property; and
 - (iv) must pay the Vendor on demand a deficiency in price on the re-sale (if any) and the Vendor's costs and expenses of re-sale.

GUARANTEE

WE

OF

(hereinafter called the "Guarantors") in consideration of the named Vendor(s) selling to the within named Purchaser(s) at our request the land described in the Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other monies payable by the Purchaser(s) to the Vendor(s) under the Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) **WE WILL** forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor(s) and will keep the Vendor(s) indemnified against all loss of purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor(s) may incur by reason of any default, as aforesaid on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the monies payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser(s) for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS WHEREOF our hands and seals have hereunto been affixed this

day of 20____

Signed sealed and delivered by _____)
in the presence of: _____)
(Witness signature) _____) (Signature of guarantor)
_____)

Signed sealed and delivered by _____)
in the presence of: _____)
(Witness signature) _____) (Signature of guarantor)
_____)

Signed sealed and delivered by _____)
in the presence of: _____)
(Witness signature) _____) (Signature of guarantor)
_____)

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

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Section 32 Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land 302 DEAD HORSE LANE MANSFIELD VIC 3722

+ Vendor's name	LUKE REARDON ANTHONY DORAN	Date / /
+ Vendor's signature	<div style="border: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>F99389A75222456...</small> </div>	10 March 2026 9:55:47 A
+ Vendor's name	ANTHEA SUSAN DORAN	Date / /
+ Vendor's signature	<div style="border: 1px solid black; padding: 2px;"> <small>Signed by:</small> ANTHEA SUSAN DORAN <small>199AA38108E84AA...</small> </div>	10 March 2026 11:00:45

+ Purchaser's name		Date / /
+ Purchaser's signature		
+ Purchaser's name		Date / /
+ Purchaser's signature		

Important information

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1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$

OR

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

OR

(c) Their amounts are:

	Authority	Amount	Interest (if any)
(1)		(1) \$	(1) \$
(2)		(2) \$	(2) \$
(3)		(3) \$	(3) \$
(4)		(4) \$	(4) \$

(d) 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 knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$

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

\$ Nil	To	Nil
--------	----	-----

Other particulars (including dates and times of payments):

Nil

1.3 Terms Contract

This section 1.3 only applies if this section 32 statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

¹ Other than any GST payable in accordance with the contract.

1.5. **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

<p>(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	<p>AVPCC No. 110.3</p>
<p>(b) Is the land tax reform scheme land within the meaning of the CIPT Act?</p>	<p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
<p>(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows</p>	<p>Date: OR <input checked="" type="checkbox"/> Not applicable</p>

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

(a) Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:	
Type of policy:	Policy no:
Expiry date:	Amount insured:

2.2 Owner-Builder

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

(a) Attached is a copy or extract of any policy of insurance required under the *Building Act* 1993.

OR

(b) Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:	
Policy no:	Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

OR

Is as follows:

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

None to the vendor's knowledge.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

- (a) Name of planning scheme
- (b) Name of responsible authority
- (c) Zoning of the land
- (d) Name of planning overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Are contained in the attached certificates and/or statements.

OR

Are as follows:

None to the vendor's knowledge however the vendor has no means of knowing all notices, orders, declarations, reports or recommendations, approved proposals or unpublished orders and decisions of public authorities and government departments unless they have been communicated to the vendor. The purchaser acknowledges and agrees that it has made its own enquiries with the relevant public authorities and government departments prior to entering into the contract for the property.

4.2 Agricultural Chemicals

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

None to the vendor's knowledge.

4.3 Compulsory Acquisition

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

None to the vendor's knowledge.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

OR

Are as follows:

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporations Act 2006*.

OR

6.2 Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owner Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3 The owners corporation is an inactive owner's corporation.²

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an “X”
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an “X”
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an “X”

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The accompanying boxes marked with an “X” indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

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

- Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

OR

(b) General Law Title

The last conveyance in the chain of title or other document which gives evidence of the vendor’s title to the land.

- 9.2 Evidence of the vendor’s right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.

OR

- (b) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.

- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

- (d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

10.3 Further Plan of Subdivision

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

- (a) Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

OR

- (b) Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Are contained in the attached building energy efficiency certificate.

OR

Are as follows:

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

302 DEAD HORSE LANE MANSFIELD VIC 3122



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

VOLUME 12354 FOLIO 068

Security no : 124132019336A
Produced 10/02/2026 09:56 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 847599G.
PARENT TITLE Volume 11940 Folio 869
Created by instrument PS847599G 20/01/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
LUKE REARDON ANTHONY DORAN
ANTHEA SUSAN DORAN both of 16 RIVERVIEW TERRACE BELMONT VIC 3216
PS847599G 20/01/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX626442E 10/01/2024
COMMONWEALTH BANK OF AUSTRALIA

COVENANT AT891485L 18/12/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ647579D 08/05/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AN365477X 12/12/2016

DIAGRAM LOCATION

SEE PS847599G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 302 DEAD HORSE LANE MANSFIELD VIC 3722

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 10/01/2024

DOCUMENT END



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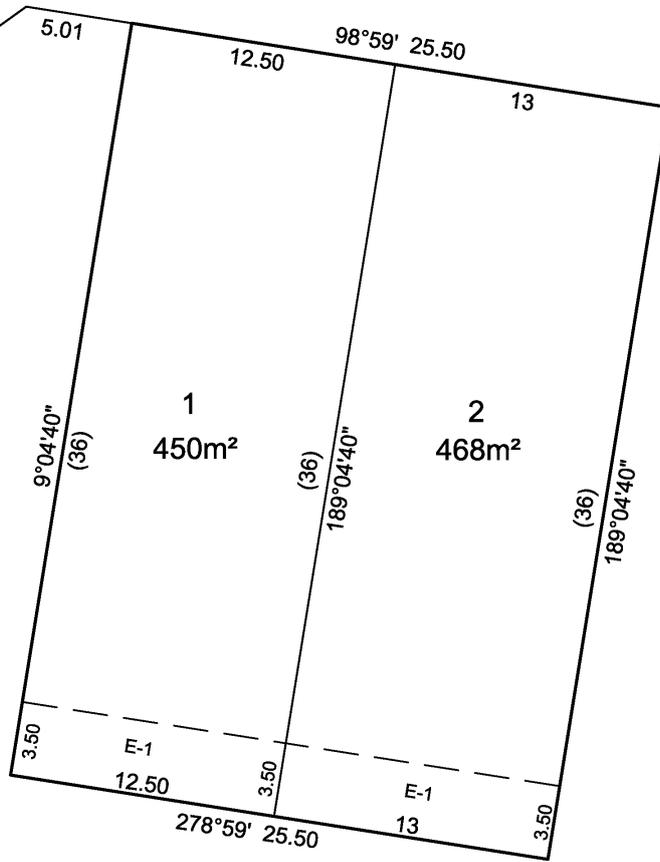
PLAN OF SUBDIVISION		EDITION 1	PS 847599G	
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish : MANSFIELD</p> <p>Township :</p> <p>Section :</p> <p>Crown Allotment :</p> <p>Crown Portion : 24 (PART)</p> <p>Title References : Vol. 11940 Fol. 869</p> <p>Last Plan Reference : LOT 1 ON PS 735248N</p> <p>Postal Address : 304 DEAD HORSE LANE (at time of subdivision) MANSFIELD VIC 3722</p> <p>MGA Co-ordinates (of approx centre of land in plan) E 419920 Zone 55 N 5899779 GDA 2020</p>		<p>Council Name: Mansfield Shire Council</p> <p>Council Reference Number: S175939M/21 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S175939M</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Timothy Josef Berger for Mansfield Shire Council on 16/12/2021</p>		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
Identifier	Council / Body / Person			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
<p>SURVEY : This plan is based on survey</p> <p>This survey has been connected to permanent marks no(s). 61, 82 & 83</p> <p>In Proclaimed Survey Area no.</p> <p>STAGING : This is not a staged subdivision Planning Permit no. P168507H/21</p>				
EASEMENT INFORMATION				
LEGEND : A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	PIPES AND ANCILLARY PURPOSES	3.5	PS 735248N (SEC 136 OF THE WATER ACT 1989)	GOULBURN VALLEY REGION WATER CORPOARATION
E-1	DRAINAGE	3.5	PS 735248N	MANSFIELD SHIRE COUNCIL
		SURVEYORS FILE REF: M7365		Original sheet size A3 Sheet 1 of 2 Sheets
PO Box 2223 Echuca VIC 3564 Phone 03 5480 0688 ian@nesd.com.au		Digitally signed by: Ian Pengelly, Licensed Surveyor, Surveyor's Plan Version (1), 27/05/2021, SPEAR Ref: S175939M		PLAN REGISTERED TIME: 11:24AM DATE: 20/01/2022 B.HENLEY Assistant Registrar of Titles

PS 847599G



MANSFIELD - WHITFIELD ROAD

DEAD HORSE LANE





Department of Transport and Planning

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Produced 18/02/2026 04:04:53 PM

Status	Registered	Dealing Number	AT891485L
Date and Time Lodged	18/12/2020 04:47:02 PM		

Lodger Details

Lodger Code	19447X
Name	NEVETT FORD MELBOURNE PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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Land Title Reference

11940/869

Transferor(s)

Name	LOYOLA RUN PTY LTD
ACN	168748703

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 185000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	LUKE REARDON ANTHONY
Family Name	DORAN
Address	
Street Number	16
Street Name	RIVERVIEW
Street Type	TERRACE



Department of Transport and Planning

Electronic Instrument Statement

Locality	BELMONT
State	VIC
Postcode	3216
Given Name(s)	ANTHEA SUSAN
Family Name	DORAN
Address	
Street Number	16
Street Name	RIVERVIEW
Street Type	TERRACE
Locality	BELMONT
State	VIC
Postcode	3216

Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA4317
Restrictive covenant	MCP: AA4317
Expiry Date	

Duty Transaction ID

4983608

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	LUKE REARDON ANTHONY DORAN ANTHEA SUSAN DORAN
Signer Name	PETER GILCHRIST LUMB
Signer Organisation	NEVETT FORD LAWYERS MELBOURNE
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	18 DECEMBER 2020



Department of Transport and Planning

Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	LOYOLA RUN PTY LTD
Signer Name	NICHOLAS FRANCOIS HOLUIGUE
Signer Organisation	MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	18 DECEMBER 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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08/05/2012 \$107.50 173



Lodged by : A.R. Williams
Firm : Williams Hunt
Address : DX 35352, Mansfield
Phone : 03 5775 2334
Reference : ARW:MS
Code : 2738F

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY
under Section 181 of the Planning and Environment Act 1987
for entry of a Memorandum of Agreement under Section 173 of the Act

The Responsible Authority under the Planning Scheme having entered into an agreement with the person named for the land described requires that a memorandum of the Agreement be entered on the Certificate of Title to the land referred to.

LAND : Certificate of Title Volume 11284 Folio 156

ADDRESS OF THE LAND : Cnr. Mansfield-Whitfield Road and Mt. Battery Road, Mansfield, 3722

RESPONSIBLE AUTHORITY : Mansfield Shire Council, Highett Street, Mansfield 3722

PLANNING SCHEME : Mansfield Shire Planning Scheme

AGREEMENT DATE : 24th APRIL 2012

AGREEMENT WITH : James Alfred Stone and Pamela Dorothy Stone

A copy of this Agreement is attached to this application.

Signature for the Responsible Authority:

Signature:.....*Annita Ware*.....

Name of Officer:.....*ANNITA WARE*.....

Position of Officer:.....*SENIOR PLANNING OFFICER*.....

Dated the 24th day of APRIL 2012.

THIS AGREEMENT is made the 24th day of APRIL 2012.

BETWEEN:

MANSFIELD SHIRE COUNCIL of Highbury Street, Mansfield Victoria 3722 (hereinafter called "the Responsible Authority") of the first part.

-and-

JAMES ALFRED STONE AND PAMELA DOROTHY STONE both of 45 Mt. Battery Road, Mansfield Victoria 3722 (hereinafter called "the Owner") of the second part.

WHEREAS:

- A. The Responsible Authority is responsible for administration of the Mansfield Planning Scheme (hereinafter called "the Planning Scheme").
- B. The Owner is the registered proprietor of the Land in Lot 1 on Title Plan 948273N being the land in Certificate of Title Volume 11284 Folio 156.
- C. The Responsible Authority has issued to the Owner a permit for the subdivision of the land into two lots designated by the Responsible Authority as Permit No. P0018/11 (hereinafter called "the Permit")
- D. Pursuant to the requirements of the Permit the Responsible Authority and the Owner enter into this Agreement under Section 173 of the Planning and Environment Act 1987 to do with the matters required by Condition 4 of the Permit.

NOW THIS AGREEMENT WITNESSETH:

1. **DEFINITIONS**

"Owners" means the person or persons registered or entitled from time to time to be registered by the Registrar of the Titles as proprietor or proprietors of an estate in fee simple of the land or any part of it and includes a Mortgagee-in-possession.

"Land" means the land situate at Cnr. Mansfield -Whitfield Road and Mt. Battery Road, Mansfield, being the Land Certificate of Title Volume 11284 Folio 156 and any reference in the land in this Agreement includes any created by the subdivision of the land or any part of it.

"Planning Scheme" means the Mansfield Planning Scheme and any other Planning Scheme which applies to the land.



“Building” includes’;

- (a) a structure and part of a building or a structure, and
- (b) walls, outbuildings, service installations and other appurtenances of a building.

“Plan” means the Plan which from time to time is the Plan endorsed by the Responsible Authority in respect of Permit No. P0018/11.

2. DEVELOPMENT PLAN

- (i) The Owner agrees that detailed development plans are required to be approved prior to submitting an application for further subdivision of either Lot 1 or Lot 2 created under the permit. In respect of, amongst other things, the following matters:-
 - (a) Demonstrate how the detailed development plan achieves integration between the two super lots in terms of road and pedestrian linkages.
 - (b) Provide a landscape buffer along the Mansfield-Whitfield Road frontage, in addition to the road reserve, in keeping with other approved Development Plans along Mansfield-Whitfield Road.
 - (c) Make provision for footpaths within road reserves.
 - (d) Provide for public open space areas and linkages between the super lots and the adjacent Botanic Park.
 - (e) Directly reference, and meet the requirements of, the Infrastructure Design Manual (IDM) available from the website www.designmanual.com.au/.
 - (f) Recognise that due to the flooding characteristics, the south west corner of Lot 2 is unlikely to be suitable for residential development.
 - (g) Provide for further subdivision of Lot 1 or Lot 2 to be connected to a reticulated sewerage system. Any proposed development will require the provision of a sewer pump station constructed in the south west corner of Lot 2. Any sewerage works required must be completed in accordance with the Corporation’s developer construct arrangements and the Essential Services Commission’s New Customer Contributions Guidelines.



- (h) Provide for reticulated water supply services which will require further augmentation of the existing Mansfield water supply system, including a new 200mm main along Mansfield-Whitfield Road along Mt. Battery Road. Any water works required must be completed in accordance with the Corporation's developer construct arrangements and the Essential Services Commission's New Customer Contributions Guidelines.
- (i) Provide for drainage works associated with urban development which are designed according to the current best practice principles contained in '*Urban Stormwater Best Practice Environmental Management Guidelines, SCIRE 1999*'.
- (j) Include a stormwater management plan to be submitted for assessment and approval by Goulburn Murray Water prior to the further subdivision of Lots 1 and 2. The plan must be prepared in accordance with the principles described in the "Urban Stormwater: Best Practice Environmental Management Guidelines (Victorian Stormwater Committee 1999) and to be to the satisfaction of GMW and the Responsible Authority.
- (k) Be designed in such a way so as to not require a building to be constructed within 30 metres of a waterway.
- (ii) The owner agrees that any detailed development plan for either lot will require referral to relevant authorities and public exhibition for a period of 28 days to allow comment to be received from other interested parties.
- (iii) All costs associated with the preparation and registration of the agreement are to be borne by the owner of the site.

3. SUCCESSORS IN TITLE

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the Title to the Subject Land, successors in Title shall be required to:

- Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- Execute a deed agreeing to be bound by the terms of this Agreement.



4. AGREEMENT

The parties acknowledge that this Agreement is made pursuant to Section 173 of the *Planning and Environment Act 1987*.

5. REGISTRATION AND FEES

The Owner will arrange for the registration of this Agreement at the Land Titles Office and will pay the costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

6. FURTHER ACKNOWLEDGMENT

The parties agree to execute such further agreement as may be reasonably required by either party to give effect to or evidence this Agreement.

7. COMMENCEMENT OF AGREEMENT

This Agreement shall be deemed to come into force and effect upon certification of PS 700145V.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

SIGNATURE for the Responsible Authority)

)

Annita Ware

Signature

ANNITA WARE

Name of Officer

SENIOR PLANNING OFFICER

Position of Officer

SIGNED by the JAMES ALFRED STONE)
in the presence of:)

)

[Signature]

Witness:.....*[Signature]*.....

AJ647579D

08/05/2012 \$107.50 173



SIGNED by the PAMELA DOROTHY STONE)
in the presence of:)

.....*P. Stone*.....

Witness:.....*[Signature]*.....

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08/05/2012 \$107.50 173




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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AN365477X

12/12/2016 \$92.70 173



Form 21

Lodged by:

Name: MADDOCKS
 Phone: 03 9258 3320
 Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
 Ref: AJJ:MMW:6744045
 Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: the whole of the land contained in certificate of title volume 11368 folio 165, known as lot 1 on PS700145V, 312 Dead Horse Lane, Mansfield VIC 3722.

Responsible Authority: Mansfield Shire Council of 33 Highett Street, Mansfield VIC 3724

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

Signature for the Authority: Michael Bismire
 Name of officer: MICHAEL BISMIRE
 Position Held: DEVELOPMENT SERVICES MANAGER
 Date: 1.12.2016

AN365477X

12/12/2016 \$92.70 173



Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 312 Dead Horse Lane, Mansfield VIC

Mansfield Shire Council
and

Loyola Run Pty Ltd

AN365477X

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Agreement under section 173 of the Planning and Environment Act 1987

Dated

Parties

Name	Mansfield Shire Council
Address	33 Highett Street, Mansfield, Victoria
Short name	Council

Name	Loyola Run Pty Ltd ACN 168 748 703
Address	163 Eleven Mile Creek Road, Glenrowan VIC 3675
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 32 of the Planning Permit.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

AN365477X



Current Email means:

- (a) for Council, council@mansfield.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or **Parties** means the Parties to this Agreement and includes a person who acquires an interest in any part of the Subject Land.

Plan of Subdivision means the proposed plan of subdivision number PS735248N.

Planning Permit means planning permit no. P065349P/15, as amended from time to time, issued on 3 February 2016, authorising the subdivision of the Subject Land into thirty two lots and the removal of native vegetation on the Subject Land in accordance with the Endorsed Plan.

Planning Scheme means the Mansfield Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 312 Dead Horse Lane, Mansfield VIC being the land referred to in certificate of title volume 11368 folio 165 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;

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- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 the Council may not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

- 6.1 The Owner covenants that all the lots on the Plan of Subdivision will be provided with a minimum 10,000 litre water tank for the purpose of collecting rainwater from all roof areas.
- 6.2 The water tanks provided under clause 6.1:
 - 6.2.1 must be connected for use to toilet systems, laundry washing machine taps and garden watering taps;
 - 6.2.2 must be located at the side or rear of the dwellings on the lots; and
 - 6.2.3 must not be located in the front setback.

AN365477X

12/12/2016 \$92.70 173



7. Owner's further obligations**7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner must pay to Council within 28 days after receiving a written request for payment, Council's reasonable costs and expenses (including legal expenses) relating to the preparation, execution and registration of the Agreement.

7.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.5 Interest for overdue money

- 7.5.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

AN365477X

12/12/2016 \$92.70 173



9.1 give effect to this Agreement; and

9.2 enter into a deed agreeing to be bound by the terms of this Agreement.

10. General matters

10.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

10.1.1 personally on the other Party;

10.1.2 by leaving it at the other Party's Current Address;

10.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

10.1.4 by email to the other Party's Current Email.

10.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

10.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

10.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

10.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

10.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

10.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

AN365477X

12/12/2016 \$92.70 173



11. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

12. Ending of Agreement

- 12.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.
- 12.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

AN365477X

12/12/2016

\$92.70

173



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Mansfield Shire Council was)
hereto affixed this day)
of 2016 in the presence of:)



.....
A. C.
.....

Administrator

Executed by Loyola Run Pty Ltd ACN 168 748 703)
in accordance with s 127(1) of the *Corporations Act*)
2001:

.....
M
.....
MATTHEW SAMMON
.....

Signature of Director

Print full name

.....
J Koop
.....
JONATHAN KOOP
.....

Signature of Director or Company Secretary

Print full name

PROPERTY REPORT

Created at 10 February 2026 09:41 AM

PROPERTY DETAILS

Address: **302 DEAD HORSE LANE MANSFIELD 3722**

Lot and Plan Number: **Lot 1 PS847599**

Standard Parcel Identifier (SPI): **1\PS847599**

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

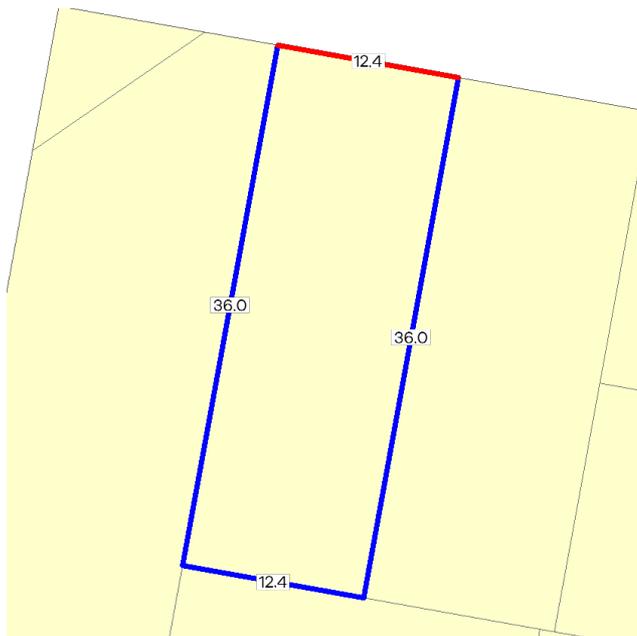
Council Property Number: **12234811**

Directory Reference: **Vicroads 679 R3**

www.mansfield.vic.gov.au

SITE DIMENSIONS

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



Area: 446 sq. m

Perimeter: 97 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **Goulburn Valley Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **EILDON**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

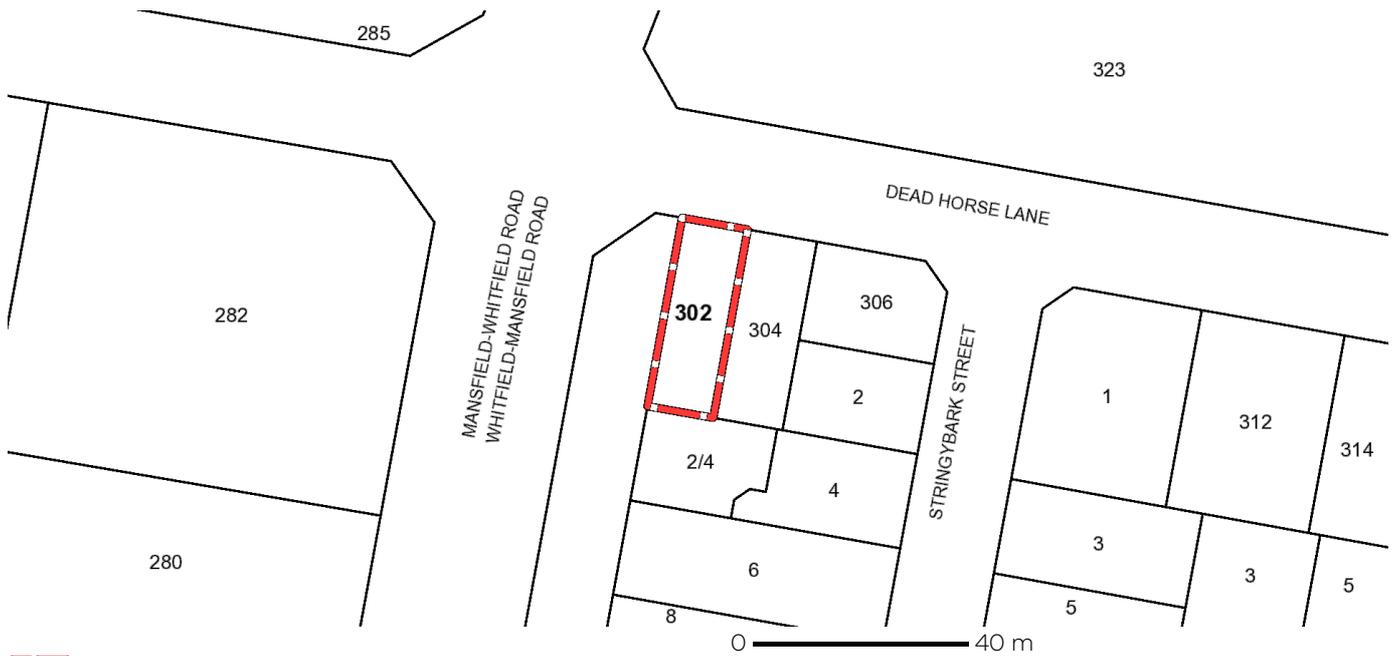
Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 10 February 2026 09:41 AM

PROPERTY DETAILS

Address: **302 DEAD HORSE LANE MANSFIELD 3722**
 Lot and Plan Number: **Lot 1 PS847599**
 Standard Parcel Identifier (SPI): **1\PS847599**
 Local Government Area (Council): **MANSFIELD**
 Council Property Number: **12234811**
 Planning Scheme: **Mansfield**
 Directory Reference: **Vicroads 679 R3**

www.mansfield.vic.gov.au

[Planning Scheme - Mansfield](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**
 Urban Water Corporation: **Goulburn Valley Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **EILDON**
 Registered Aboriginal Party: **Taungurung Land and Waters Council Aboriginal Corporation**
 Fire Authority: **Country Fire Authority**

[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.

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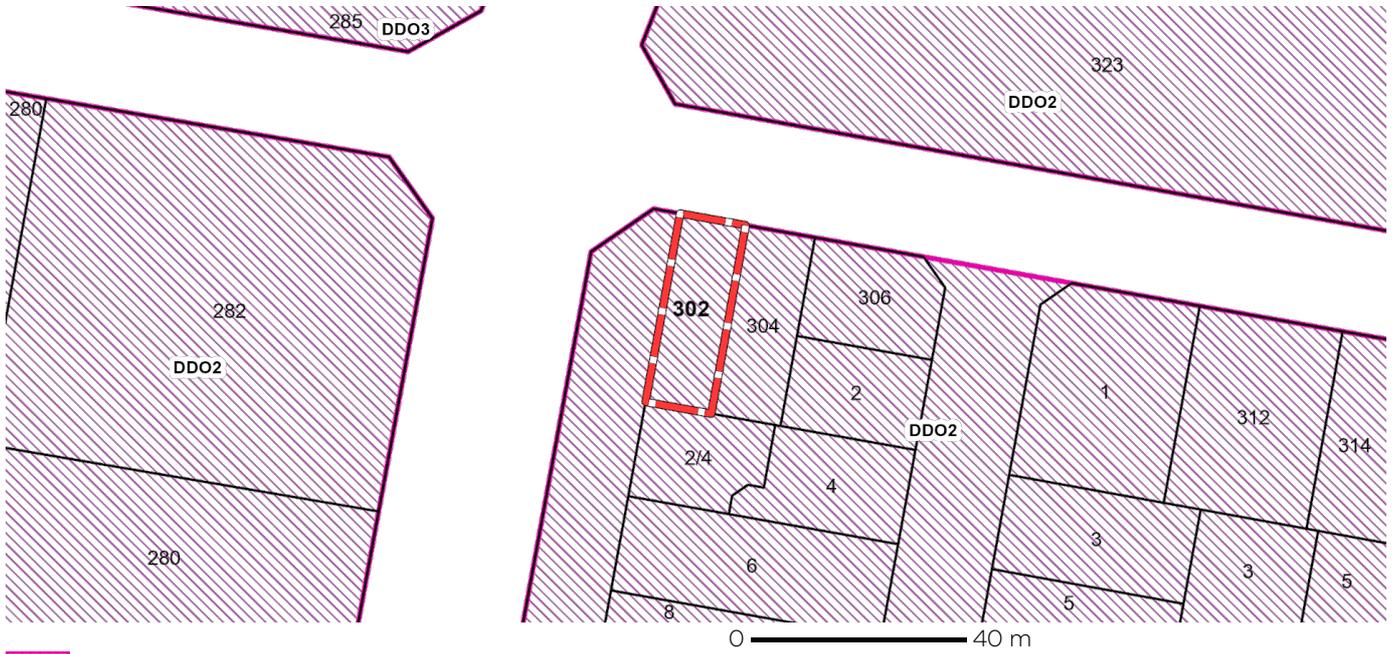
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlay

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 \(DDO2\)](#)



 **DDO - Design and Development Overlay**

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

Further Planning Information

Planning scheme data last updated on 23 January 2026.

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

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

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

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

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

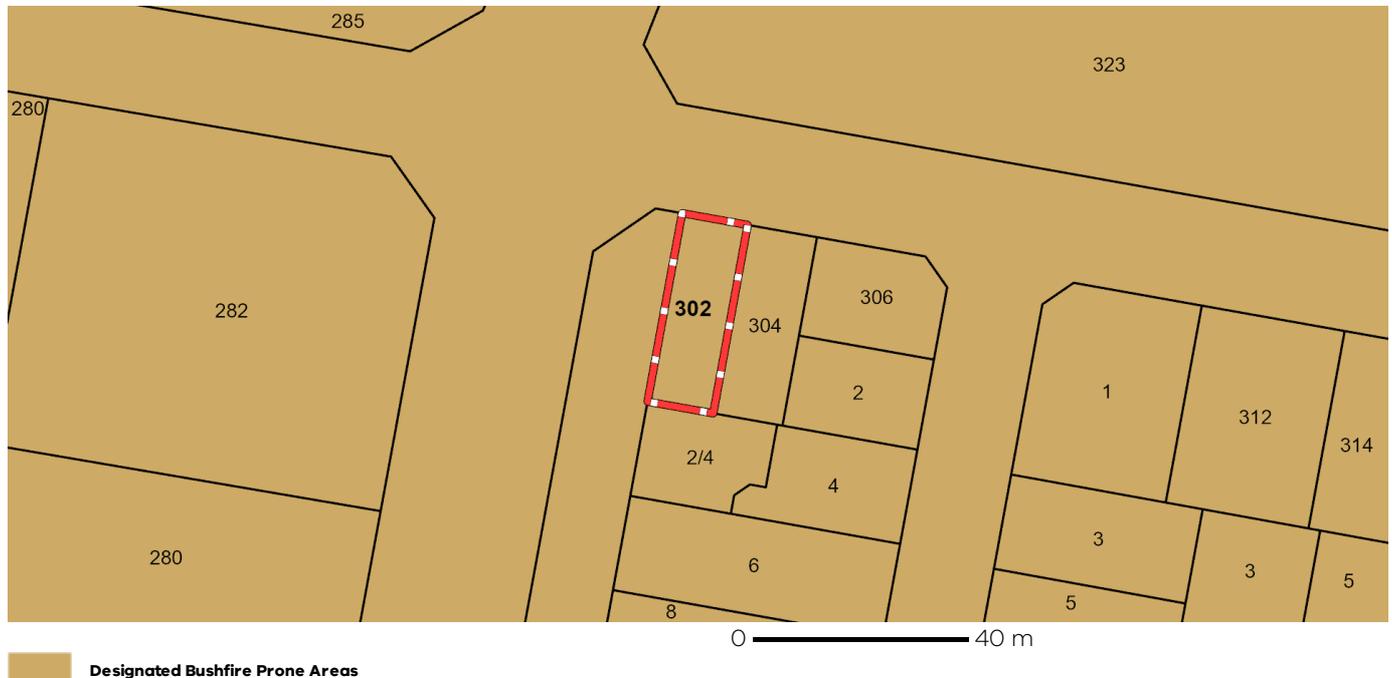
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1222737

APPLICANT'S NAME & ADDRESS

JEAN XUE C/- LANDATA
DOCKLANDS

VENDOR

DORAN, LUKE

PURCHASER

FOR INFORMATION

REFERENCE

Luke

This certificate is issued for:

LOT 1 PLAN PS847599 ALSO KNOWN AS 302 DEAD HORSE LANE MANSFIELD
MANSFIELD SHIRE

The land is covered by the:

MANSFIELD PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2

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

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

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

10 February 2026

Sonya Kilkenny
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.

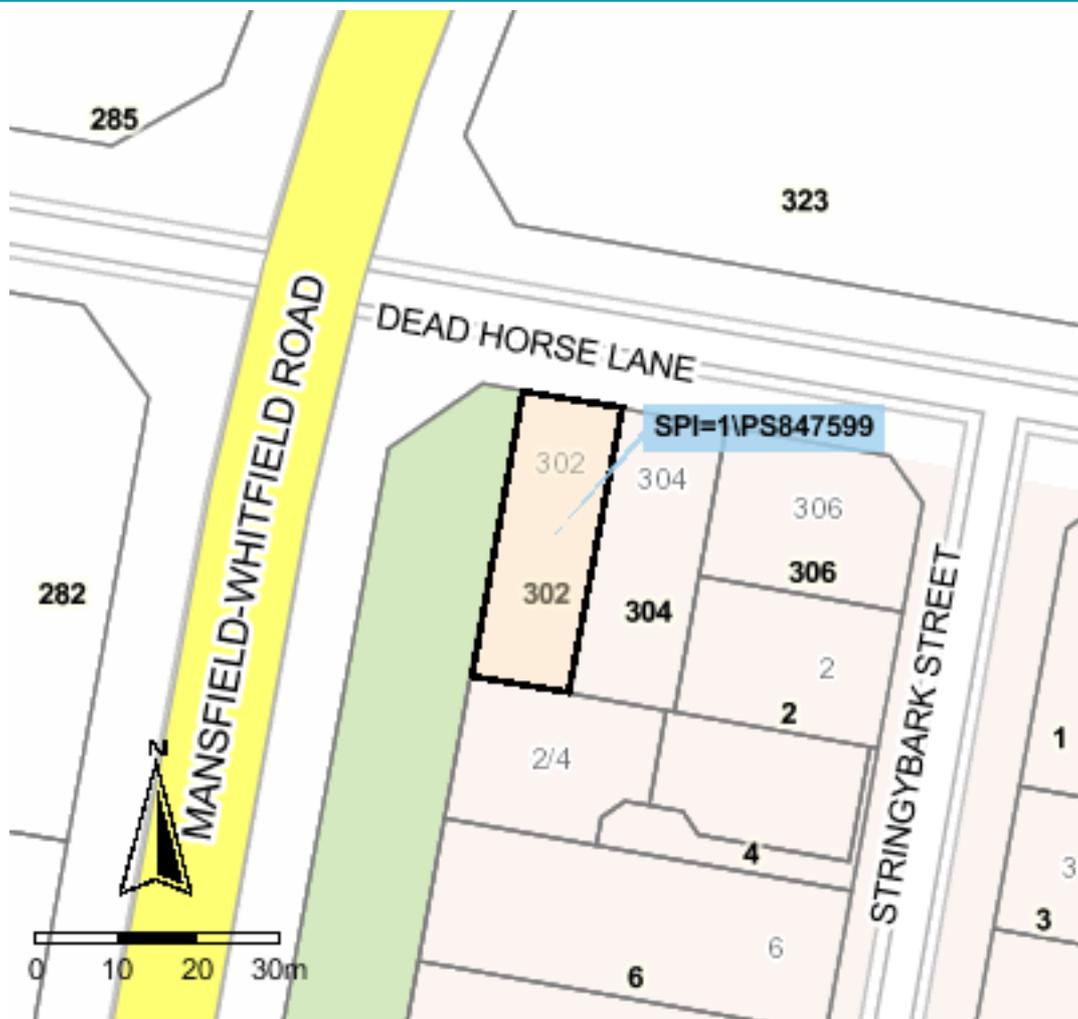
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



Mansfield Shire

LAND INFORMATION CERTIFICATE

Tax Invoice – ABN 74566834923

Section 229 Local Government Act 1989

Email: rates@mansfield.vic.gov.au

APPLICANT'S LANDATA
NAME & GPO Box 527
ADDRESS MELBOURNE VIC 3001

CERTIFICATE NO.: 69
YOUR REF: 79597900-017-4
ISSUE DATE: 11/02/2026

This certificate provides information regarding, valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or bylaw of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from Council, or the relevant authority. A fee may be charged for such information.

PROPERTY DETAILS

Assessment No.:	12234811
Location:	302 Dead Horse Lane MANSFIELD VIC 3722
Title:	Lot: 1 PS: 847599
Area:	450.0000 Square Metres
Parish:	MANSFIELD
AVPCC:	110.3 Detached Home (existing)

PROPERTY VALUATIONS AS AT JANUARY 2025 LEVELS: (Operative Date 01/07/2025)

Capital Improved Value: \$640,000.00
Site Value: \$246,000.00
Net Annual Value: \$32,000.00

RATES & CHARGES FOR THE YEAR ENDING 30TH JUNE 2026

Rate Charge	Amount
Residential	\$1,080.96
Municipal Charge	\$353.00
ESVF - Residential Charge	\$246.72
Community Waste	\$76.70
120L Garbage Bin	\$245.55
Recycle Bin 240L	\$131.70
FOGO Bin (Green Waste)	\$102.00

Rate Arrears to 30/06/2025:	\$0.00
Interest to 16/11/2025:	\$0.00
Adjustments:	\$0.00
Less Pensioner Rebates:	\$0.00
Less Payments:	-\$2,236.63
Total Due:	\$0.00

PLEASE NOTE:

In accordance with Sec. 175(1) of *The Local Government Act 1989*, the purchaser must pay all outstanding rates and charges on the due date for payment, or if that has passed, immediately after the purchaser becomes the owner.



Bill code: 258848

BPay Reference: 12234811

ADDITIONAL RATE INFORMATION:

This property may have a septic tank system that needs to be assessed and maintained on an ongoing basis and in time, upgraded. The system may be in contravention of current legislation - for specific information or advice contact Council's Environmental Health Officer.

I hereby certify that as at the date of issue, the information given in this certificate is a true and correct disclosure of the rates and other monies and interest payable to Mansfield Shire together with any notices or orders referred to in this certificate. Received the sum of \$29.70 fee. Checked By:

A handwritten signature in black ink that reads 'Ashlee Watson'.

Ashlee Watson
Authorised Officer

Property Clearance Certificate

Land Tax



JEAN XUE

Your Reference:	LD:79597900-014-3.LUKE
Certificate No:	97629677
Issue Date:	10 FEB 2026
Enquiries:	ESYSPROD

Land Address: 302 DEAD HORSE LANE MANSFIELD VIC 3722

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48855174	1	847599	12354	68	\$960.74

Vendor: ANTHEA DORAN & LUKE DORAN

Purchaser: FOR INFORMATION

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR LUKE REARDON A DORAN	2026	\$246,000	\$960.74	\$960.74

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$640,000
SITE VALUE (SV):	\$246,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$960.74



Notes to Certificate - Land Tax

Certificate No: 97629677

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 = \$975.00

Taxable Value = \$246,000

Calculated as \$975 plus (\$246,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,400.00

Taxable Value = \$640,000

Calculated as \$640,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 97629677

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: 97629677

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



JEAN XUE

Your Reference:	LD:79597900-014-3.Luke
Certificate No:	97629677
Issue Date:	10 FEB 2026
Enquires:	ESYSPROD

Land Address: 302 DEAD HORSE LANE MANSFIELD VIC 3722

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48855174	1	847599	12354	68	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110.3	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$640,000
SITE VALUE:	\$246,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97629677

Power to issue Certificate

- 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

- 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)

- 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.
- 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

- 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.
- 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

- 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

- 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

- 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

- 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

- 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

- 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).
- 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.
- 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.
- 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



JEAN XUE

Your Reference: LD:79597900-014-3.LUKE

Certificate No: 97629677

Issue Date: 10 FEB 2026

Land Address: 302 DEAD HORSE LANE MANSFIELD VIC 3722

Lot	Plan	Volume	Folio
1	847599	12354	68

Vendor: ANTHEA DORAN & LUKE DORAN

Purchaser: FOR INFORMATION

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.

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 97629677

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 97629679</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 97629679</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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ABN 84 578 076 056
Tel: 1300 360 007
Fax: (03) 5831 1467

mail@gvwater.vic.gov.au
www.gvwater.vic.gov.au

Goulburn Valley Region Water Corporation
104-110 Fryers Street
Shepparton, Victoria 3630

**P.O. Box 185, Shepparton 3632
DX 63036 Shepparton**

Secure Electronic Registries Vic P/L ATFT
Secure Electronic Registries Vic Trust
Locked Bag 20005
MELBOURNE VIC 3001

Your Ref: 79597900-024-2
Statement No: 277049
Account No: 41-1858-0410-01-9
Date: 11-Feb-2026

Information Statement

Water Act 1989. Section 158

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

302 Dead Horse Lane, Mansfield VIC 3722

Title(s):

Lot 1, Plan of Sub-division 847599G, Volume 12354, Folio 068, Parish of Mansfield

Owner(s):

Doran, Luke Reardon Anthony
Doran, Anthea Susan

Purchaser(s):

No purchaser on application.

Account Calculation:

Fees and Charges (including interest)	\$0.00
Scheme Arrears	\$0.00

Total Amount in Arrears at Date of Issue:	\$0.00
--	---------------

Service Charges & Estimated Consumption to: (from page 2)	\$86.53
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Total Amount:	\$86.53
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Goulburn Valley Water would like to remind conveyancers that they are obligated under the Water Act to notify Water Authorities on change of ownership. This is not automatically done via PEXA.

Electronic Payment Option:

Make this payment via internet or phone banking.



**Bill Code: 39420
Ref: 4118 5804 1001 9**

Statement No: 277049
Account No: 41-1858-0410-01
Property Address: 302 Dead Horse Lane, Mansfield VIC 3722

Details for Services provided and their tariffs:

METERED SERVICE: 100260 (20mm) Meter Number: 21IA11740

Sewerage Service Fee:	From 03/01/26 To 18/02/26 = 46 days @ 135.83¢ per day	=	\$62.48
Water Service Fee:	From 03/01/26 To 18/02/26 = 46 days @ 52.29¢ per day	=	\$24.05

Note:

This Statement is valid for 120 days only from the date of issue. Within the valid timeframe, please obtain an update prior to settlement to avoid overpayment.

Consumption charges to the date specified is an ESTIMATION ONLY. A Special Meter Reading certificate may be applied for to obtain accurate consumption charges for property settlement adjustment - standard fees apply. Consumption charges are not applicable to unconnected services.

This property is occupied by TENANTS who are currently paying for water consumption and therefore estimated consumption has not been included."

Orders and Notices:

The sewer main traverses the land.

Comments:

There are no Comments applicable to this property

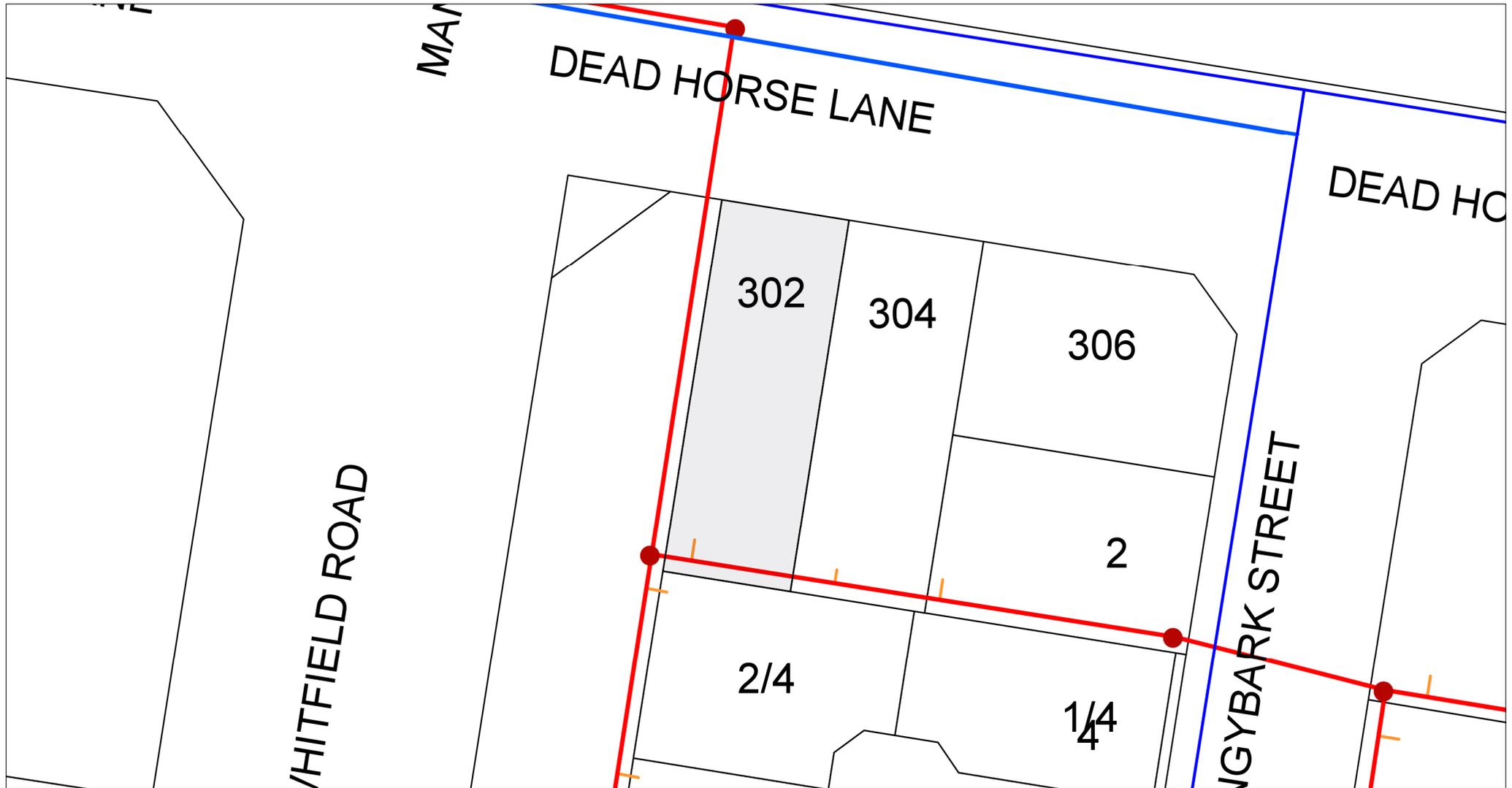
A financial update for this information statement can now be accessed via -

https://goulburnvalleywater.formstack.com/forms/information_statement_update

I hereby certify that the above Statement is correct.



Laurienne Winbanks
Manager - Retail Customers and Billing



Address: 302 Dead Horse Lane Mansfield VIC 3722

Sewer Main DOES traverse property
Water Main DOES NOT traverse property

Property No: 41-1858-0410

11-02-2026

Scale 1: 530



DISCLAIMER

Goulburn Valley Water provides this information with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user. While every effort has been made to ensure the accuracy, correctness and timeliness of the data, Goulburn Valley Water assumes no responsibility for errors or omissions.

Enquiries: Building
Telephone: (03) 5775 8555
Our Ref: PI260747



Scan QR code to
login to the portal



12 February 2026

Landata
GPO BOX 527
MELBOURNE Vic 3001

Regulation 51 (1)

To Whom It May Concern

Reference Number: **PI260747**
Client Job Number: **79597900-019-8**
Property Address: **Lot: 1, 302 DEAD HORSE LANE, MANSFIELD VIC 3722**

I refer to your recent request for information under Regulation 51 (1) of the Building Regulations 2018 and wish to advise as follows:-

- Details of building permits, occupancy permits, certificates of final inspection, notices and orders issued in the preceding 10 years on this property are set out on the following page. Reg 51(1)(a), (1)(b) & (1)(c)

Information supplied in accordance with Regulation 51 of the Building Regulations 2018 is provided based on the information contained in records held by Council.

Should you require any further information please contact Council's Building Unit on 03 5775 8555.

Your faithfully

Building Department
Mansfield Shire Council

Enc Permits issued in the preceding 10 years

Permits, certificates of final inspection, notices and orders in the preceding 10 years

Property address:	302 DEAD HORSE LANE MANSFIELD VIC 3722
--------------------------	--

Permit No:	Relevant Building Surveyor	Description	Permit issue date	OP /CFI Inspection date	Regulation 64	Regulation 231
1863605538184	DANIEL SPENCE DANIEL SPENCE	DA7952 - Construct dwelling, garage & retaining wall	22/03/2022	20/ 12/2022	No	No

- **A search of Building Office records has shown that there are no outstanding notices under the Building Regulations. However, it is to be noted that no inspection has been carried out on the property in regards to this enquiry and this does not preclude Council’s right in respect of any non-approved works**

Council disclaims any liability for loss, however occasioned for reliance upon the information herein.

Further, it is recommended that you make your own enquiries on specific details you may require. The information supplied in this letter is only from Council’s immediately available records and no specific enquiries nor any site inspections have been made to furnish this information.

NOTE:

*As of 1st July 1994, with the introduction of the New Building Bill, purchasers of properties that have swimming pools are required to have pool fencing erected within 30 days, failure to do so could result in a penalty of \$500.00.

*You are advised that with the building (Amendment) Regulations 1996 effective as from 1st February 1997, self-contained smoke alarms complying with AS 3786 - 1993 must be installed in each dwelling or sole-occupancy unit within 30 days. Failure to do so could result in a penalty of \$500.00.



Building Issues
 1/60 McIvor Road Bendigo VIC 3550
 03 5441 4149
 bendigo@buildingissues.com.au
 www.buildingissues.com.au
 ABN 99 626 396 781

**OCCUPANCY PERMIT
 Form 16**

Regulation 192
 Building Act 1993
 Building Regulations 2018

Property Details

Number 304	Street/Road Dead Horse Lane	Suburb MANSFIELD	Postcode 3722
Lot/s 1	LP/PS PS847599G	Volume 12354	Folio 068
Crown allotment	Section No	Parish	County
Municipal District Mansfield Shire Council			

Building permit details

Building permit number: **1863605538184**
 Version of BCA applicable to building permit: **BCA 2019 Volume 2**

Building Details

Part of building to which permit applies: **Dwelling**
 Permitted use: **Domestic**
 BCA Class of building: **1a(a)**
 Maximum permissible floor live load: **1.5kPa**

Part of building to which permit applies: **Garage**
 Permitted use: **Domestic**
 BCA Class of building: **10a**
 Maximum permissible floor live load:

Part of building to which permit applies: **Retaining Wall**
 Permitted use: **Domestic**
 BCA Class of building: **10b**
 Maximum permissible floor live load:

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: **Daniel Spence**
 Building practitioner registration no.: **BS-U 42074**

Signature: _____

Date of Final Inspection: **16/12/2022**

Occupancy Permit no.: **1863605538184**

Date of issue of permit: **20/12/2022**



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jean Xue
Level 16, Rialto South Tower, 525 Collins St
MELBOURNE 3000

Client Reference: Luke

NO PROPOSALS. As at the 10th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

302 DEAD HORSE LANE, MANSFIELD 3722
SHIRE OF MANSFIELD

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: 10th February 2026

[Vicroads Certificate] # 79597900 - 79597900095142 'Luke'

Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 302 DEAD HORSE LANE

SUBURB: MANSFIELD

MUNICIPALITY: MANSFIELD

MAP REFERENCES: Vicroads Eighth Edition, State Directory, Map 63 Reference C2

DATE OF SEARCH: 11th February 2026

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

[Extract of Priority Sites Register] # 79612643 - 79612643084617
'79597900-036-5'

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The Real Estate Institute of Victoria Ltd | www.reiv.com.au | 81 004 210 897 |

Residential Tenancies Act 1997
(Section 26(1))

(Regulation 10(1))

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form. Rental providers must use this form for a fixed term residential rental agreement of no more than 5 years or a periodic residential rental agreement in writing.

PART A—GENERAL**1. DATE OF AGREEMENT**

This is the date the agreement is signed 11 March 2024

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

2. PREMISES LET BY RENTAL PROVIDER

Address of premises

302 Dead Horse Lane, Mansfield VIC 3722

3. RENTAL PROVIDER'S DETAILS

Full name or company name of rental provider: **Luke and Anthea Doran**

Address: **Via agent**

Phone number: **Via agent**

ACN:

Email address: **Via agent**

RENTAL PROVIDER'S AGENT DETAILS

Full name: **High Country Lifestyle Properties Pty Ltd**

Address: **6/18 High St MANSFIELD, VIC 3722**

Phone number: **03 5775 2437**

ACN:

Email address: **fommansfield@mcgrath.com.au**

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

4. RENTER DETAILS

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

Full name of renter: **Suzan Rideout and Clive Dickerson**

Current Address: **302 Dead Horse Lane, Mansfield VIC 3722**

Phone number: **0466998811**

Email address: **writerrideout@gmail.com**

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5. LENGTH OF AGREEMENT

Fixed term agreement

Start date: **07th** day of **March, 2024**
(this is the date the agreement starts and you may move in)

End date: **06th** day of **March, 2025**

Periodic agreement (monthly)

Start date: _____ day of _____, 20 _____

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

6. RENT

The rent amount is (\$) **2,607.14**
(payable in advance)

To be paid per: (tick one box only) week fortnight calendar month

Day rent is to be paid **As per original agreement**
(e.g. each Thursday or the 11th of each month)

Date first rent payment due **07 / 04 / 2024**

7. BOND

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount (\$) **2,320.00**

Date bond payment due **21 / 02 / 2023**

PART B – STANDARD TERMS

8. RENTAL PROVIDER'S PREFERRED METHODS OF PAYMENT

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

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

Payment Method : **Bank Deposit**

Payment Details : **Account Name McGrath Rental Trust Account BSB 633000 Account Number 199041161 Reference [Your property address]**

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9. SERVICE OF NOTICES AND OTHER DOCUMENTS BY ELECTRONIC METHODS

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

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?
The rental provider must complete this section before giving the agreement to the renter.
(rental provider to tick as appropriate)

The RENTAL PROVIDER: **Luke and Anthea Doran**

Yes, at this email address: **via agent - madalinewaddington@mcgrath.com.au**

No.

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?
(rental provider to tick as appropriate)

The RENTER: **Suzan Rideout and Clive Dickerson**

Yes, at this email address: **witerrideout@gmail.com**

No.

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

REIV

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10. URGENT REPAIRS

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

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

Details of person the renter should contact for an urgent repair

(rental provider to insert details)

Emergency contact name: **Madaline Waddington**

Emergency contact phone: **0400075310**

Emergency contact email: **madalinewaddington@mcgrath.com.au**

11. PROFESSIONAL CLEANING

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

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

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

12. OWNERS CORPORATION

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

YES

NO

If yes, the rental provider must attach a copy of the rules to this agreement.

13. CONDITION REPORT

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

(rental provider to tick as appropriate)

The condition report has been provided.

The condition report will be provided to the renter on or before the date the agreement starts.

PART C - SAFETY-RELATED ACTIVITIES

14. ELECTRICAL SAFETY CHECKS

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- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. GAS SAFETY ACTIVITIES

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.



REIV

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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's 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 about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about 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.

17. SWIMMING POOL BARRIER SAFETY ACTIVITIES

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

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

18. RELOCATABLE SWIMMING POOL SAFETY ACTIVITIES

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. BUSHFIRE PRONE AREA ACTIVITIES

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

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

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

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PART D - RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.
For more information, visit consumer.vic.gov.au/renting.

20. USE OF THE PREMISES

The renter—

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

21. CONDITION OF THE PREMISES

The rental provider—

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

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

22. MODIFICATIONS

The renter—

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

The rental provider must not unreasonably refuse consent for certain modifications.

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

23. LOCKS

The rental provider must ensure the premises—

- has locks to secure all windows capable of having a lock; and
- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and

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- meets the rental minimum standards for locks and window locks.

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

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. REPAIRS

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

25. URGENT REPAIRS

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

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

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. NON-URGENT REPAIRS

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

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27. ASSIGNMENT OR SUB-LETTING

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

The rental provider—

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

28. RENT

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. ACCESS AND ENTRY

The rental provider may enter the premises—

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

The renter must allow entry to the premises where the rental provider has followed proper procedure.

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

30. PETS

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E - ADDITIONAL TERMS**31. ADDITIONAL TERMS (IF ANY)**

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

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

31.1 Meanings in these additional terms

31.1.1 In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.

31.1.2 ***Important advice about “writing”.** In these additional terms the word “writing” means all ways of

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representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of "writing": an SMS message, an email, a facsimile and a letter.

31.1.3 Before you use an electronic means to send a message or document to me check clause 9.1 to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

31.2 Other use of the rented premises

31.2.1 You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.

31.2.2 Use of the rental premises primarily as a home does not include:

- the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
- the service or repair of a vehicle or boat of any description except for routine minor maintenance,
- disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

31.3 Storage and removal of waste and rubbish

31.3.1 You must store rubbish and waste in appropriate containers with close fitting lids.

31.3.2 If a place or places are provided for rubbish and waste containers you will keep them there.

31.3.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.

31.3.4 The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

31.4 My insurance on the premises

31.4.1 If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.

31.4.2 If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.

31.4.3 My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

31.5 Locks (see clause 23) and alarms

31.5.1 Key of a lock means a device or information normally used to operate the lock.

31.5.2 Lock means a device for securing a door or window or other part of the premises.

31.5.3 Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.

31.5.4 You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any

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change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.

- 31.5.5** If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- 31.5.6** If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.
- 31.5.7** You may change the code of an alarm at the rented premises.
- 31.5.8** If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use and SMS message to tell me of the new code.
- 31.6 Defects (see clauses 25 and 26)**
- 31.6.1** When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.
- 31.7 Light globes, fluorescent tubes, and LED lights**
- 31.7.1** At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- 31.7.2** During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- 31.7.3** If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.
- 31.8 Sewers and septic systems**
- 31.8.1** Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- 31.8.2** When you become aware to a blockage or defect in the sewerage of septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- 31.8.3** If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.
- 31.9 Gardens and land**
- 31.9.1** If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- 31.9.2** These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise

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the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.

31.9.3 You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.

31.9.4 You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.

31.9.5 You must not dispose of any polluting or toxic substance on the land.

31.10 Mould

31.10.1 You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.

31.10.2 If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.

31.10.3 If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

31.11 You cannot use your bond to pay rent

31.11.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

31.12 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

31.12.1 You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.

31.12.2 You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

31.13 Assigning, subletting, or abandoning the rented premises (see clause 27)

31.13.1 If during the period of the rental agreement the people in occupation of the rented premises are to change you must notify or my managing agent as soon as possible after you become aware the change is to happen, or has happened, preferably within 24 hours and ask me or my managing agent in *writing for permission to assign your rental agreement or sub-let the rental premises. Neither I nor my managing agent will unreasonably withhold permission. You cannot use an SMS message to ask me or my managing agent for permission.

31.13.2 If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following:

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If the renter decides to break the lease agreement the renter has to pay the same proportion of the fee as the proportion of time left on the agreement.

4 weeks rent if less than 25% of the fixed term of the lease has expired

3 weeks rent if 25% or more but less than 50% of the fixed term of the lease has expired

2 weeks rent if 50% or more but less than 75% of the fixed term of the lease has expired

1 week's rent if 75% or more of the fixed term of the lease has expired.

They will also be required to pay the advertising fee of \$160.00 and the rent until we secure a new renter or until the lease ends, whichever comes first.

31.13.3 If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula:

31.13.4 My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

31.14 Leaving the premises at the end of the fixed term (see clause 5)

31.14.1 If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.14.2 You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.

31.14.3 You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.

31.14.4 You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

31.15 Leaving the premises after the fixed term ends

31.15.1 If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.

31.15.2 You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

31.16 Receipt of condition report /statement of rights and duties

31.16.1 You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:

- two copies of a condition report signed by me or my managing agent, and
- a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

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31.17 Rental provider's signature

31.17.1 I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:

“residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;”
SDA means Specialist Disability Accommodation.

31.18 Modifications (see clause 22)

31.18.1 If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.

31.18.2 If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.

31.18.3 If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

31.19 Rent Increases

The rent amount will increase to (\$) _____ calculated as:

%

CPI

Other _____

The date the first payment at the increased rate is due is ____ / ____ / 20 ____

Pay period: Weekly Fortnightly Monthly

The day rent is to be paid : _____
(e.g. each Thursday or the 11th of each month)

31.20 Urgent Repairs

The agent **can / cannot** authorise urgent repairs (strike out inapplicable)

If the agent can authorise repairs, the maximum amount for repairs which the agent can authorise is (\$) _____

Emergency facsimile: _____

Additional Items

Garden Maintenance (Tenant's Responsibility)

The renter acknowledges that they will be responsible for maintaining the lawns and external grounds at the property including the nature strip. This includes the care and watering of the lawns and grounds and ensuring no weeds are present in garden beds or rock paths.

Carpet Cleaning

The Renter acknowledges that they shall have all carpeted areas professionally cleaned at the end of the tenancy agreement.

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A copy of the receipt for the cleaning must be delivered to the Agents office upon completion.

THE USE OF A SELF HIRE CARPET CLEANING MACHINE IS NOT ACCEPTABLE.

Pets

The landlord permits the renter to keep a pet(s) on the premises in accordance with the following conditions-

Professionally clean the carpets

Ensure pet does not cause a nuisance to neighbours;

Pet waste is collected and disposed of

Should the pet need to be replaced seek prior permission from the landlord;

Pet remains outside at all times, unless owner advises otherwise in writing

Comply with any relevant strata by-laws that may be in force pertaining to the premises;

Air Conditioning Filters & Exhaust Fans

The tenant agrees to regularly clean the air conditioner filters, ceiling fans, and exhaust fans every three months and before vacating the premises.

Break-In

In the event of a break-in, the tenant will immediately contact the police and promptly inform the landlord/agent.

Contents Insurance

The tenant acknowledges that the landlord's insurance on the rented premises only covers the building and permanent fixtures, excluding tenants' possessions. It is strongly recommended that the tenant obtains contents insurance to protect their belongings against burglary and theft.

Change of Details

The tenant agrees to promptly notify the agent of any changes in personal details, including mobile numbers and email addresses.

Inflatable Swimming Pools & Spa Pools

The tenant agrees not to construct or use an inflatable swimming pool or spa pool (other than the one provided by the landlord) that can be filled with water to a depth exceeding 300mm. Such pools require compliant pool fencing or barriers.

Mould or Dampness

The tenant will take reasonable measures to prevent the occurrence of mould or dampness on the premises. Any mould growth resulting from inadequate ventilation will be the responsibility of the tenant to remove, and the landlord should be promptly notified.

Photo Authority

The tenant grants McGrath Property Management permission to take internal and external photos for inclusion in routine inspection reports provided to the landlord. Routine inspections occur every six months, with written notice given seven or more days in advance. If the tenant is absent during the inspection, they are responsible for removing any items they do not wish to be photographed, while personal identification will be excluded from the photos.

Drains

The tenant agrees to keep the open drains clean and free of debris and leaves. Additionally, they shall not dispose of any foreign substances, fats, or oils down the sinks, drains, and toilets.

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Smoking

Smoking is strictly prohibited indoors at the premises, and the tenant shall not leave smoking-related debris around the property.

Plants (On Timber Flooring & Carpet)

Plants and their containers should not be placed directly on timber floors, decking, or carpeted areas.

Repairs & Maintenance - Written Notice

The tenant acknowledges that all requests for repairs and maintenance must be submitted in writing, except in the case of emergencies.

Vehicles

The tenant and their guests are not allowed to park or store vehicles, including trailers, in areas not designated for parking.

Smoke Alarms

The tenant must:

- a) Monthly check each smoke detector to ensure it is fully operational for their safety and the security of the premises.
- b) Replace the battery in each smoke detector annually or as needed.
- c) Immediately notify the landlord/agent in writing of any faulty smoke detector on the same day it is discovered.

Key Return at the End of Tenancy

All keys must be returned to the office on the termination date. Failure to do so will result in rent continuing to be payable, as retaining keys constitutes possession of the premises.

Storage of Timber Items

The tenant agrees not to store timber under or against the house, acknowledging the potential risk of termite infestation from foreign timbers brought onto the property.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

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32. SIGNATURES

This agreement is made under the Act.

Before signing you must read **Part D — Rights and Obligations** in this form which outlines your rights and obligations.

RENTAL PROVIDER

Name: Luke And Anthea Doran

Sign:

Signed by:
Luke and Anthea Doran
2d2ee57de3ce

Dated: 11/03/2024

RENTER

Name: Suzan Rideout And Clive Dickerson

Sign:

Signed by:
Suzan Rideout and Clive Dickerson
4372561ab60a

Dated: 11/03/2024

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page

REIV

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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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