

**KR Peters Real Estate Pty Ltd**

**KR Peters Pty Ltd**

## **IMPORTANT NOTICE TO INTERESTED PURCHASERS**

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### **Our Offices**

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**[krpeters.com.au](http://krpeters.com.au)**

**krpeters**





DATED

2021

**ARVIND MAHAJAN**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: 1 OPAL COURT , Narre Warren 3805**

NR Conveyancing

PO Box 102  
Holmesglen VIC 3148  
Tel: 0411 098 418  
Fax: 039806 3200  
Ref: JM:Mahajan-172

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## Contract of sale of land

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Property address: 1 OPAL COURT , Narre Warren, Victoria 3805

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Vendor: Arvind Mahajan

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Purchaser:

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Prepared by  
NR Conveyancing  
PO Box 102  
Holmesglen VIC 3148  
Email: nrconveyancing@gmail.com  
Ref: JM:Mahajan-172



Property address: 1 OPAL COURT , Narre Warren, Victoria 3805

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, the general conditions and any special conditions in that order of priority.

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31 of the Sale of Land Act 1962

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

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

If you end the contract in this way, 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.

### Exceptions

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

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

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

### Off-the-plan sales

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

You may negotiate with the vendor the amount of the deposit moneys payable under the contract of sale, up to 10% 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.

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

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

- A copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney, as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

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

**SIGNED BY THE VENDOR**

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*Print name of person signing.*

*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'.*

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

## PARTICULARS OF SALE

<b>VENDOR'S AGENT</b>					
Name		Phone		Fax	
Address		Email			
<b>VENDOR</b>			<b>PRACTITIONER – SOLICITOR/CONVEYANCER</b>		
Name	Arvind Mahajan	Name	NR Conveyancing		
		Address	PO Box 102, Holmesglen VIC 3148		
Address	4 Lamont Court, Wantirna South, VIC 3152	Contact	Jay Motipalli		
		Email	nrconveyancing@gmail.com		
ACN/ABN		Phone	0411098418	Fax	039806 3200
<b>PURCHASER</b>			<b>PRACTITIONER – SOLICITOR/CONVEYANCER</b>		
Name		Name			
		Address			
Address		Contact			
		Email			
ACN/ABN		Phone		Fax	
Guarantor					
<b>LAND</b>					
<i>General conditions 3 and 9</i>					
<input type="checkbox"/> The land is described in the table below —					
Certificate of Title reference		being lot		on plan	
Volume 9896	Folio 004	68		LP215380	
Volume	Folio				
<b>OR</b>					
<input type="checkbox"/>					
The land includes all improvements and fixtures.					



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**Property address**

The address of the land is:

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**Goods sold with the land**

*General condition 2(a)(vi)*

Goods sold with land are:

☐ Listed in attached schedule.

**OR**

☐ Listed as follows:

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**PAYMENT**

*General condition 11*

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Price: \$

Plus GST: \$

Payable by purchaser in addition to price – Insert 'Nil' if no GST payable by purchaser

Total price: \$ 0.00

Payable by purchaser

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Deposit: \$

By / / 20 of which \$ has been paid

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Balance: \$

Payable at settlement

---

Foreign resident vendor: ☐ Value \$750,000 or more

*See general condition 15(f) and (g).*

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**GST**

*General condition 13*

☒ **No**, because:

☐ **Yes**, because:

☐ Vendor not registered or required to be registered

☐ Purchaser entitled to input tax credit

☒ Existing residential premises

☐ Purchaser **NOT** entitled to input tax credit

☐ Not in the course or furtherance of an enterprise

☐ Margin scheme applies

☐ Going concern

☐ Mixed supply

☐ Farmland used for farming business or sale of subdivided farmland to an associate

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**GST withholding**

*Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)*

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Notice required to be given by vendor ☐ Yes ☒ No

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Withholding required by purchaser ☐ Yes ☒ No

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No withholding for residential premises because:

No withholding for potential residential land because:

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☐ Vendor not registered or required to be registered

☐ Vendor not registered or required to be registered

☒ The premises are not new

☐ The land includes a building used for commercial purposes

☐ The premises were created by substantial renovation

☐ The purchaser is registered for GST and acquires the property for a creditable purpose

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☐ The premises are commercial residential premises

## SETTLEMENT

*General condition 10*

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; or  
☐ 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

The plan of subdivision must be registered within        [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) or 9(b) shall apply.

## LEASE

*General conditions 1(a)(iii) and 22*

At settlement the purchaser is:

- ☐ Entitled to vacant possession.

## OR

- ☐ **Subject to a lease**, particulars of which are:

- ☐ Attached; or  
☐ As follows:

## TERMS CONTRACT

*Add special conditions.*

This contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962.

- ☐ Yes    ☐ No

## LOAN

*General condition 14(a)-(d)*

This contract is subject to a loan being approved within:

- ☐ 21 days    OR    ☐ 14 days from the contract date (approval period)

Lender:

Loan amount: \$

## BUILDING AND PEST REPORT

*General condition 14(e)-(f)*

This contract is subject to:

- ☐ Building report. Provider:  
☐ Pest report. Provider:

## Special conditions

- ☐ Yes    ☐ No

1.

2.

3.

## GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

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**1. Encumbrances**

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

- (c) In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

**2. Vendor warranties**

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
  - (ii) Is under no legal disability; and
  - (iii) Is in possession of the land, either personally or through a tenant; and



- (iv) 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
  - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
  - (ii) Easements over the land;
  - (iii) Lease or other possessory agreement affecting the land;
  - (iv) Notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (v) Legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
  - (ii) 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
  - (iii) Domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building

Act 1993 and regulations made under the Building Act 1993.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

### **3. Identity of the land**

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- (a) 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.
- (b) The purchaser may not:
  - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
  - (ii) Require the vendor to amend title or pay any cost of amending title.

### **4. Services**

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- (a) 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.
- (b) The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

### **5. Consents**

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

### **6. Transfer**

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- (a) Unless settlement is to be conducted electronically, the transfer of land must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The



delivery of the transfer of land document is not acceptance of title.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

## **7. Electronic settlement**

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- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

## **8. Builder warranty insurance**

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The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

## **9. Off the plan**

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- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
  - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;
  - (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining

the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **10. Settlement**

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- (a) At settlement:
  - (i) The purchaser must pay the balance of purchase money; and
  - (ii) The vendor must:
    - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - B. Give either vacant possession or receipt of rents and profits in



accordance with the particulars of sale; and

- C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.

## 11. Payment

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- (a) The purchaser must pay the deposit:
  - (i) To the vendor's licensed estate agent; or
  - (ii) If there is no estate agent:
    - A. To the vendor's legal practitioner or conveyancer; or
    - B. 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.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (i) Must not exceed 10% of the price; and
  - (ii) 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.
- (d) The purchaser must pay all money other than the deposit:
  - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
  - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

(e) Payments may be made or tendered:

- (i) In cash; or
  - (ii) By cheque drawn on an authorised deposit taking institution; or
  - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
  - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.
- (f) At settlement, the purchaser must pay the fees on up to 3 cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must bear the fees incurred for additional cheques.
  - (g) For the purpose of this contract 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## 12. Stakeholding

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- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
  - (i) general condition 12(a) has been satisfied; and
  - (ii) the purchaser has not made a valid objection to title.
- (d) If there is mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:



- (i) general condition 12(a) has been satisfied; and
- (ii) the purchaser has not made a valid objection to title; and
- (iii) the vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
- (iv) 28 days have elapsed since providing that evidence.

### 13. Goods and Services Tax

- (a) Unless otherwise provided in the Particulars of Sale or the Special Conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, then the vendor will repay to the purchaser any money paid on account of GST.
- (d) This clause applies if 'going concern' is specified in the particulars of sale.
  - (i) The purchaser warrants that it is registered for GST.
  - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38.325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
  - (iii) The vendor must continue to carry on the enterprise until settlement.
  - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (e) This clause applies if 'farm land used for farming business or sale of subdivided farm land to an associate' is specified in the particulars of sale.

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

- (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business then upon being served with a copy of the demand and a Tax Invoice the purchaser shall pay the amount of the GST to the vendor.

- (f) This clause applies if 'mixed supply' is specified in the particulars of sale.

- (i) GST is included in the price.
- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

- (g) **GST withholding - Residential premises or potential residential land**

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

- (i) Vendor's notice



- A. If the particulars of sale indicates that no GST withholding under sub-division 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under s 14-255 that the purchaser is not required to make a GST withholding payment under s 14-250 for the reason indicated in the particulars of sale; otherwise
  - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
- A. Where the margin scheme applies 7% of the purchase price; otherwise
  - B. 1/11th of the consideration inclusive of GST (which may include non-cash consideration).
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.
- (iv) Purchaser to remit withheld amount
- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; and otherwise
  - B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.
- (v) Vendor to indemnify purchaser

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

#### **14. Loan, building report or pest report**

- (a) 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 within 21 days of the day of sale (the approval date) or any later date in accordance with this general condition (the extended approval date).
- (b) If the loan has not been approved by the approval date, the approval date is extended for a period of 14 days (the extended approval date).
- (c) The vendor may end the contract after the approval date and before being advised that the loan has been approved by giving the purchaser 2 clear business days notice of its intention to end the contract unless the purchaser advises the vendor in writing before the expiration of those 2 clear business days that the loan has been approved or that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved by the approval date, or the extended approval date (if applicable) but only if the purchaser:
  - (i) applied for the loan; and
  - (ii) did everything reasonably required to obtain approval of the loan; and
  - (iii) provides written proof to the vendor that the loan was not approved; and
  - (iv) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or the extended approval date (if applicable); and
  - (v) is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).



- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date (if applicable) but only if the purchaser:

- (i) applied for the report; and
- (ii) provides the vendor with a copy of the written report; and
- (iii) serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date (if applicable); and
- (iv) is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

## 15. Adjustments

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- (a) 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.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
- (i) 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
  - (ii) The land is treated as the only land of which the vendor is owner (as defined in the Land Tax Act 2005); and
  - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and

- (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.

- (c) If requested by the vendor the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement then adjustments will be calculated from the date of possession.
- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) If the price is \$750,000 or more the purchaser is entitled to deduct 12.5% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.

## 16. Time

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- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.



## 17. Service

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- (a) 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.
- (b) A document is sufficiently served if served:
  - (i) Personally; or
  - (ii) By pre-paid post; or
  - (iii) By facsimile; or
  - (iv) by email.
- (c) Unless proven otherwise, any document sent by:
  - (i) Express post is taken to have been served on the next business day after posting;
  - (ii) Priority post is taken to have been served on the fourth business day after posting;
  - (iii) Regular post is taken to have been served on the sixth business day after posting;
  - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed.
  - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice' and 'service' includes 'give'.

## 18. Nominee

---

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

## 19. Liability of signatory

---

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

## 20. Guarantee

---

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.
- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

## 21. Notices

---

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

## 22. Lease

---

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or sub-leases of the lease.
- (b) If the vendor is unable to provide an original lease then the vendor must provide a copy acknowledged by the current tenant as binding on the parties.

## 23. Loss or damage before settlement

---

- (a) 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.



- (c) If one or more of the goods is not in the same condition it was in on the day of sale at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.
- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.
- (e) The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## 24. Abandoned goods

---

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

## 25. Default

---

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 & 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the default.

## 26. Interest

---

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

## 27. Default notice

---

- (a) 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.

- (b) The default notice must:
  - (i) specify the particulars of the default; and
  - (ii) state that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
    - A. the default is remedied; and
    - B. costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

## 28. Rescission notice

---

- (a) If the party in default has not remedied the default within 7 days the other party may give a rescission notice.
- (b) The rescission notice must:
  - (i) specify the particulars of the failure to comply with the default notice; and
  - (ii) state that the contract will be ended in 10 days after the notice is given unless:
    - A. the default is remedied; and
    - B. further costs of \$440, including GST are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
  - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and
  - (ii) All those amounts are a charge on the land until payment; and
  - (iii) The purchaser may also recover any loss otherwise recoverable.

- (e) If the contract ends by a rescission notice given by the vendor:
  - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (ii) The vendor is entitled to possession of the property; and
  - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
    - A. Retain the property and sue for damages for breach of contract; or
    - B. 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
  - (iv) 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
  - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.



## **SPECIAL CONDITIONS**

### **1. ACKNOWLEDGMENT**

The Purchaser hereby acknowledges that prior to the execution hereof and prior to his signing any document relating to the sale hereby affected he has been given by the Vendor herein a Statement in writing containing the particulars as required by Section 51 of the Estate Agents Act 1980 AND FURTHER he has been given by the Vendor a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form of that included in this Contract of Sale.

### **2. LAND IDENTITY**

The Purchaser hereby admits the identity of the property with that described in the Particulars of Sale and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed by reason of any discrepancies between the actual area, boundaries, measurements or position of the property as occupied and the same as shown or described in the Particulars of Sale nor shall the Purchaser be entitled to call upon the Vendor to amend Title or to bear or to contribute to the expense of any amendment of Title. Condition 3 of Table A of the Transfer of Land Act 1958 shall not apply to this Contract.

### **3. CHATTELS**

The Purchaser acknowledges that he has inspected the property and chattels prior to signing this Contract. He agrees that he is purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing as at the date hereof (fair wear and tear accepted). He agrees that the Vendor is under no liability or obligation to carry out any repairs, renovations, alterations or improvements. The Purchaser shall assume liability for compliance with all notices or orders relating to the property which are made or issue on or after the date hereof.

### **4. WARRANTIES**

The Purchaser acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranties as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current Building Legislation or any Building Regulations and the Purchaser expressly releases the Vendor and/or her servants or agents from any claims or demands in respect thereto.

### **5. CORPORATE ENTITIES**

In the event that the Purchaser [or if there is more than one Purchaser anyone or more of them] shall be a corporation then the Purchaser shall complete to the Vendor's satisfaction the execution by each of the Directors of the said corporation the Guarantee annexed hereto The Purchaser shall bear the Vendor's costs of and incidental to the preparation execution and stamping of the said Guarantee [if applicable].

### **6. NOMINATION**

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. The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.

## **7. NOTICE AND ORDERS**

The purchaser shall assume liability for compliance with all notices or orders (other than those relating to current rates) relating to the property which are made or issued after the date of sale.

## **8. DWELLING**

The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

8.1 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

## **9. DEFAULT INTEREST**

If the Purchaser defaults in the payment of any monies due under this Contract then interest at the rate 4% higher than the prevailing penalty interest rate computed on the monies due and unpaid during the period of default will be paid by the Purchaser on demand to the Vendor without prejudice to any other rights of the Vendor. Should the Purchaser default in payment of the purchase price or part thereof then he shall, in addition to interest payable pursuant to the above paragraph, pay upon demand all reasonable expenses incurred by the Vendor as a result of the breach. The Purchaser shall compensate the Vendor for any reasonable foreseeable loss of the Vendor resulting from such default. The Purchaser shall reimburse the conveyancer/solicitor-client legal and other costs of the Vendor caused by or incidental to such default and, without limiting the generality of the foregoing the Purchaser acknowledges that any delay in settlement may cause loss of rent to the Vendor or an increase in payout figures of loans owed by the Vendor and the Purchaser agrees to reimburse all such legal and other costs, loss of rent, increase in payout figures or any of them to the Vendor prior to or at settlement and the Purchaser shall be deemed not to have remedied his default until such costs and losses have been reimbursed.

## **10. ADJUSTMENTS**

All Outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the settlement date. The land tax outstandings must be adjusted on proportional tax NOT on single ownership calculation at the settlement between the purchaser and vendor.

The purchaser must provide copies of all certificates and other information used to calculate the adjustments.

## **11 DEPOSIT**

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.

---

**ARVIND MAHAJAN**

**AND**

**AND**

---

**DEED OF GUARANTEE OF CONTRACT**

---

**NR Conveyancing**  
PO Box 102  
Holmesglen VIC 3148  
PO Box 102  
Holmesglen VIC 3148  
Email: [nrconveyancing@gmail.com](mailto:nrconveyancing@gmail.com)  
Ref: JM:Mahajan-172

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**THIS DEED** dated            day of            2021

**BETWEEN**    **Arvind Mahajan** of 4 Lamont Court, Wantirna South, Victoria (**Vendor**)

**AND**            of (**Purchaser**)

**AND**            of (**Guarantor**)

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

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

---

**EXECUTED AS A DEED**

**SIGNED SEALED & DELIVERED BY**      )  
**ARVIND MAHAJAN** in the presence      )  
of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

**SIGNED SEALED & DELIVERED BY**      )  
in the presence of:                              )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

**SIGNED SEALED & DELIVERED BY**      )  
in the presence of:                              )

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Print name of witness

---

## Vendor statement

---

Property address: 1 OPAL COURT , Narre Warren, Victoria 3805

---

Vendor: Arvind Mahajan

---

Purchaser:

---

Prepared by  
NR Conveyancing  
PO Box 102  
Holmesglen VIC 3148  
Email: nrconveyancing@gmail.com  
Ref: JM:Mahajan-172

# Vendor statement

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

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The parties may sign by electronic signature.

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

Land: 1 OPAL COURT , Narre Warren, Victoria 3805
--------------------------------------------------

## SIGNED BY THE VENDOR

Name: Arvind Mahajan

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'*

## SIGNED BY THE PURCHASER

Name:

On \_\_\_\_ / \_\_\_\_ / 20 \_\_\_\_

\_\_\_\_\_  
*State nature of authority if applicable, for example, 'director', 'attorney under power of attorney'*



## SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning		Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

### ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

☐ Attached.

☐ Further information:

### TITLE

(a) Attached are copies of the following documents:

☒ Register Search Statement and the document referred to as the diagram location in the Register Search Statement.

☐ 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.*

(b) ☐ Evidence of the vendor's right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

Not Applicable

### LAND USE AND SERVICES

(a) Easements, covenants, or other similar restrictions

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

☒ Attached copies of title document/s.

**OR**

☐ Full description:

Nil

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

(b) **Services**

The following services are **NOT** connected to the land:

☐ Electricity supply    ☐ Gas supply    ☐ Telephone    ☐ Water supply    ☐ Sewerage

(c) **Road access** ☒ Yes ☐ No

**PLANNING**

(a) **Planning scheme**

☒ Attached is a certificate with the required specified information.

(b) **Designated bushfire prone area**

☐ Yes ☒ No Under [section 192A](#) of the Building Act 1993

**FINANCIAL MATTERS**

(a) **Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest**

☒ Their total does not exceed:

\$3,000.00

(b) **Particulars of any charge under any Act**

Amount owing:

To chargee:

Other particulars, including dates and times of payments:



# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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



## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

(04/10/2016)

**VIC Lands**  
**TITLE SEARCH ON 9896 / 004**

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

VOLUME 09896 FOLIO 004

Security no : 124079573472Y

Produced 03/10/2019 02:15 PM

LAND DESCRIPTION

Lot 68 on Plan of Subdivision 215380E.

PARENT TITLES :

Volume 08115 Folio 206      Volume 08422 Folio 053

Created by instrument LP215380E 18/08/1989

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ARVIND MAHAJAN of 4 LAMONT COURT WANTIRNA SOUTH VIC 3152

AF729307T 19/03/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF729308R 19/03/2008

COMMONWEALTH BANK OF AUSTRALIA

COVENANT (as to whole or part of the land) in instrument P426570V

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

DIAGRAM LOCATION

SEE LP215380E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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



Street Address: 1 OPAL COURT NARRE WARREN VIC 3805

ADMINISTRATIVE NOTICES

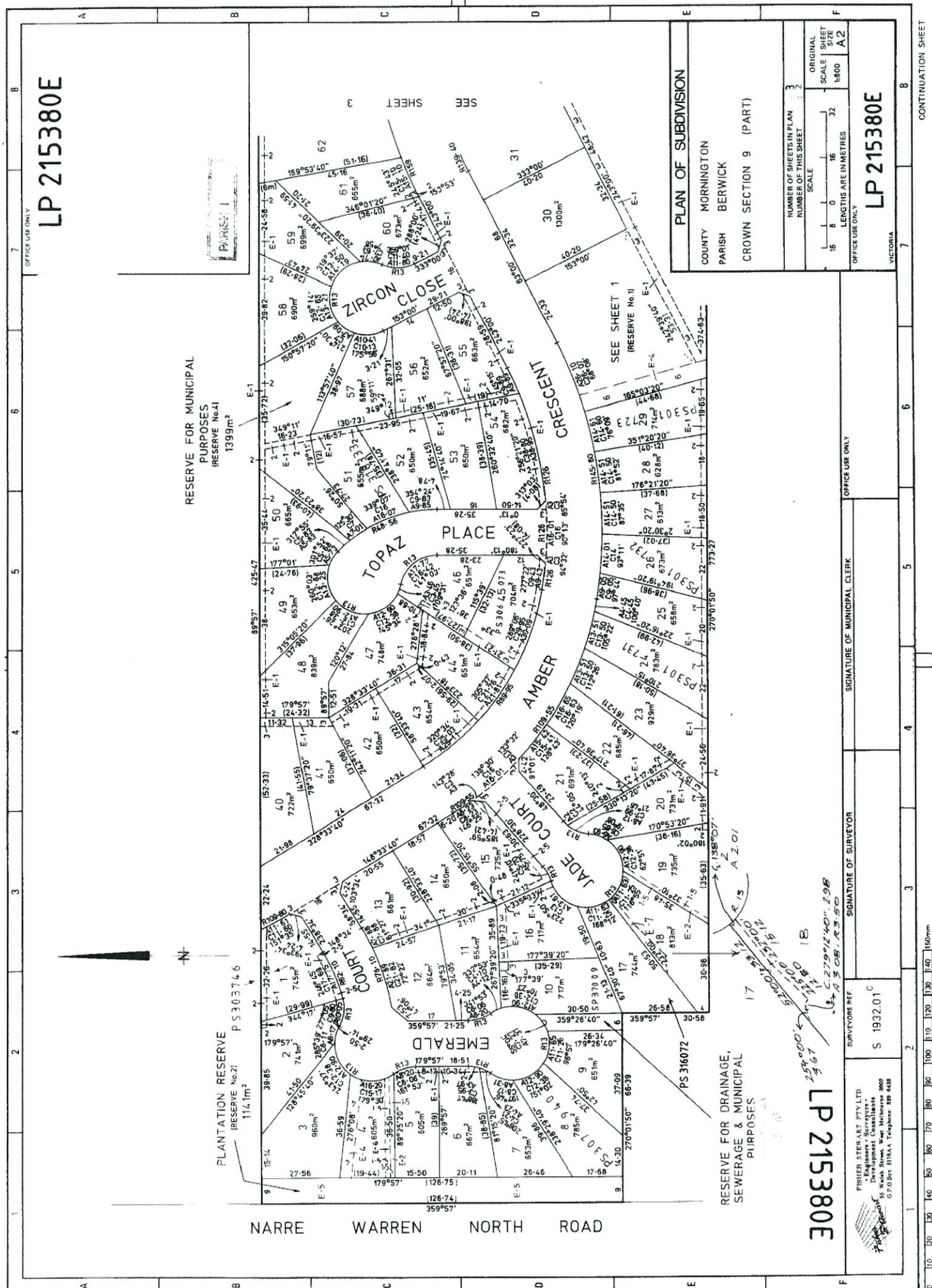
-----  
NIL

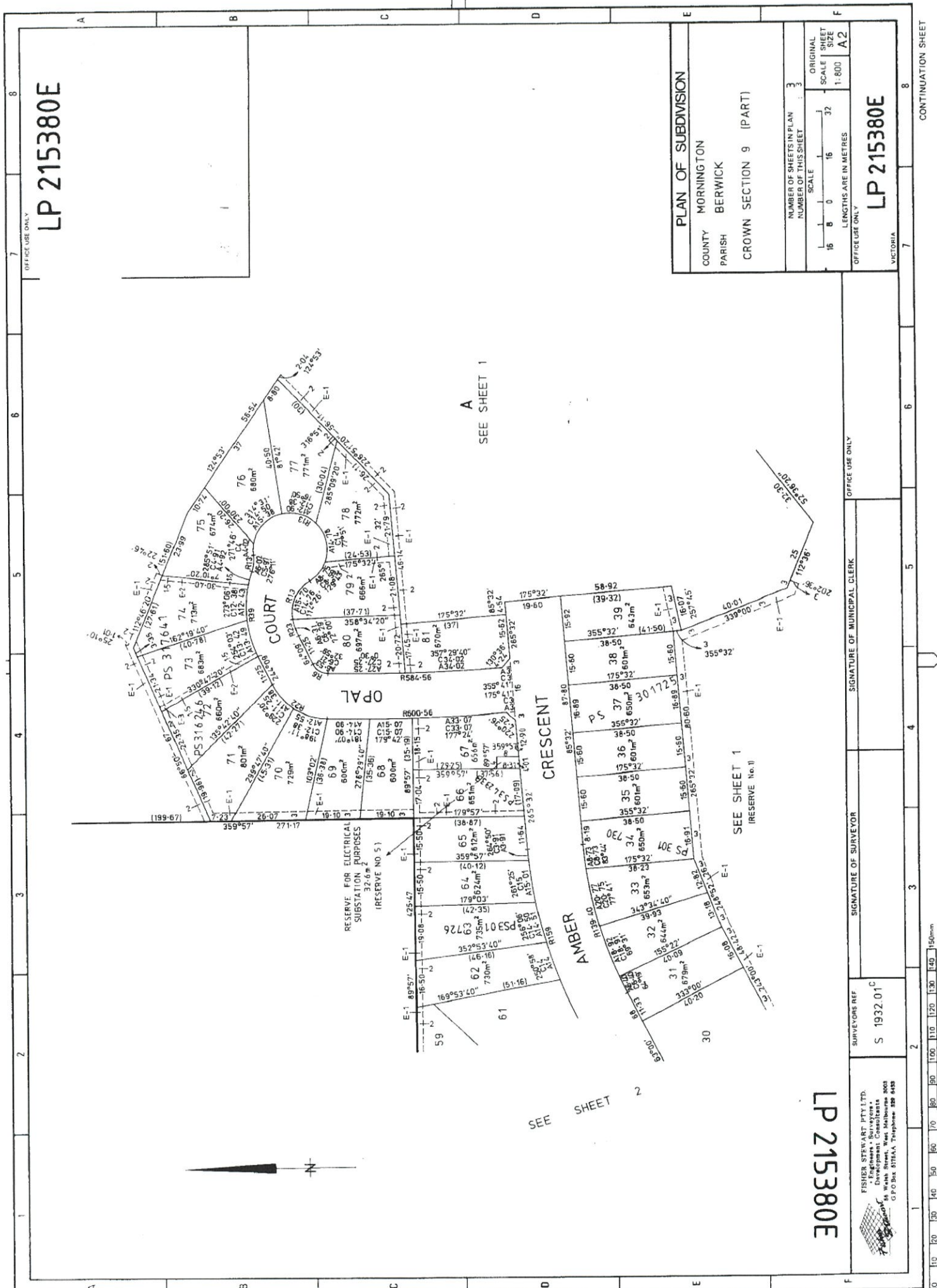
eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

DOCUMENT END









LP 215380E

OFFICE USE ONLY

PLAN OF SUBDIVISION

COUNTY MORNINGTON  
PARISH BERWICK  
CROWN SECTION 9 (PART)

NUMBER OF SHEETS IN PLAN	3
NUMBER OF THIS SHEET	3
SCALE	1:800
ORIGINAL SHEET SIZE	A2

OFFICE USE ONLY

LP 215380E

VICTORIA

CONTINUATION SHEET

OFFICE USE ONLY

SIGNATURE OF MUNICIPAL CLERK

SIGNATURE OF SURVEYOR

SURVEYOR'S REF

S 1932.01<sup>C</sup>

FINER, STEWART PTY LTD.  
Engineers, Surveyors &  
Development Consultants  
86 Wattle Street, West Melbourne 3208  
GPO Box 51114, Telephone 020 8488

LP 215380E

SEE SHEET 2

SEE SHEET 1  
(RESERVE No. 1)

SEE SHEET 1



**MODIFICATION TABLE**  
**RECORD OF ALL ADDITIONS OR CHANGES**  
**TO THE PLAN**

SHEET "A"

PLAN NUMBER

L P 215 380 E

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME REGISTERED & RECORDED		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
LOT 45	SUBDIVISION	PS 306 073	26-11-90	3.50	6	<i>[Signature]</i>
LOT 4	CREATION OF EASEMENT	PS 28929U	17-11-89	12.00	7	<i>[Signature]</i>
LOT 8	SUBDIVISION	PS 307940			8	<i>[Signature]</i>
LOTS 1	SUBDIVISION	PS 303746			9	<i>[Signature]</i>
LOT 72	SUBDIVISION	PS 316246			10	<i>[Signature]</i>
LOT 37	SUBDIVISION	PS 301725B	25-2-1992	11.10	11	<i>[Signature]</i>
LOT 29	SUBDIVISION	PS 301723			12	<i>[Signature]</i>
LOT 17	SUBDIVISION	PS 316072			13	<i>[Signature]</i>
LOT 18	CREATION OF EASEMENT	R 939845L			14	<i>[Signature]</i>
LOT 51	SUBDIVISION	PS 318333			15	<i>[Signature]</i>
LOTS 73-74	SUBDIVISION	PS 317641			16	<i>[Signature]</i>
LOT 66	SUBDIVISION	PS 342333			17	<i>[Signature]</i>

P426570

Titles Office Use Only

REGD

Lodged at the Titles Office by

Minter Ellison

Code 0781Q

P426570V

VICTORIA

TRANSFER OF LAND

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land

(Note 5)

Lot 68 on Plan of  
Subdivision 215380 being the whole of the  
land comprised in Certificate of Title Volume 9896 Folio 004

Consideration

\$ 50,000.00

(Note 6)

Transferor

Mizoram Nominees Pty. Ltd.

(Note 7)

Transferee

Agus Sasmita and  
Lukman Sasmita Both of  
3 Brent Street, Glen Waverley  
as tenants in common in equal shares

(Note 8)

Estate and Interest

All its estate and interest in fee simple

(Note 9)

Directing Party

(Note 10)

Comptroller of Stamps  
Office Use Only

CODE: 4  
DUTY: \$1,000  
STATUS: 0  
TYPE: 0  
VALUE: \$50,000  
ASSESSOR: B T2

Creation (or Reservation) of Easement  
and/or  
Covenant

(Notes 11-12)

AND the said Transferees with the intent that the benefit of the covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision other than the land hereby transferred and that the burden of this covenant shall be attached to and run at law and in equity with the land hereby transferred and every part thereof HEREBY for himself and his transferees executors administrators and assignees and as a separate covenant

Office Use Only

A memorandum of the within Instrument  
has been entered in the Register Book.



Approval No. T2/1



COVENANTS with the said Mizoram Nominees Pty. Ltd. and the other registered ~~proprietor or proprietors~~ for the time being of each Lot on the said Plan of Subdivision and every part thereof other than the land hereby transferred that the said Transferees and his heirs executors administrators and transferees shall not at any time hereafter build, construct or erect or cause to be built, constructed or erected on the said Lot sold, any building other than one or two private dwelling houses. Such dwellings shall have external walls of brick, stone or similar materials or glass and may incorporate the use of timber provided that such timber used shall not exceed twenty-five per cent of the total external wall area, but not including normal timber fascia and trimmings and further provided that nothing in this covenant shall preclude a dwelling house having the inner framework of its external walls constructed of timber or other materials. This covenant shall be inserted in every Transfer to the Transferees as a restrictive covenant to run with the land and shall be noted as such on any Certificate of Title issued pursuant to the said Transfers with the intent that the said covenants may be enforceable by any persons as part of and for the purpose of effectuating a general building scheme affecting the whole of the land in the said Plan of Subdivision.





# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 03 October 2019 02:06 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot 68 LP215380**  
Address: **1 OPAL COURT NARRE WARREN 3805**  
Standard Parcel Identifier (SPI): **68\LP215380**  
Local Government Area (Council): **CASEY**  
Council Property Number: **25126**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 108 G11**

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **South East Water**  
Melbourne Water: **inside drainage boundary**  
Power Distributor: **AUSNET**

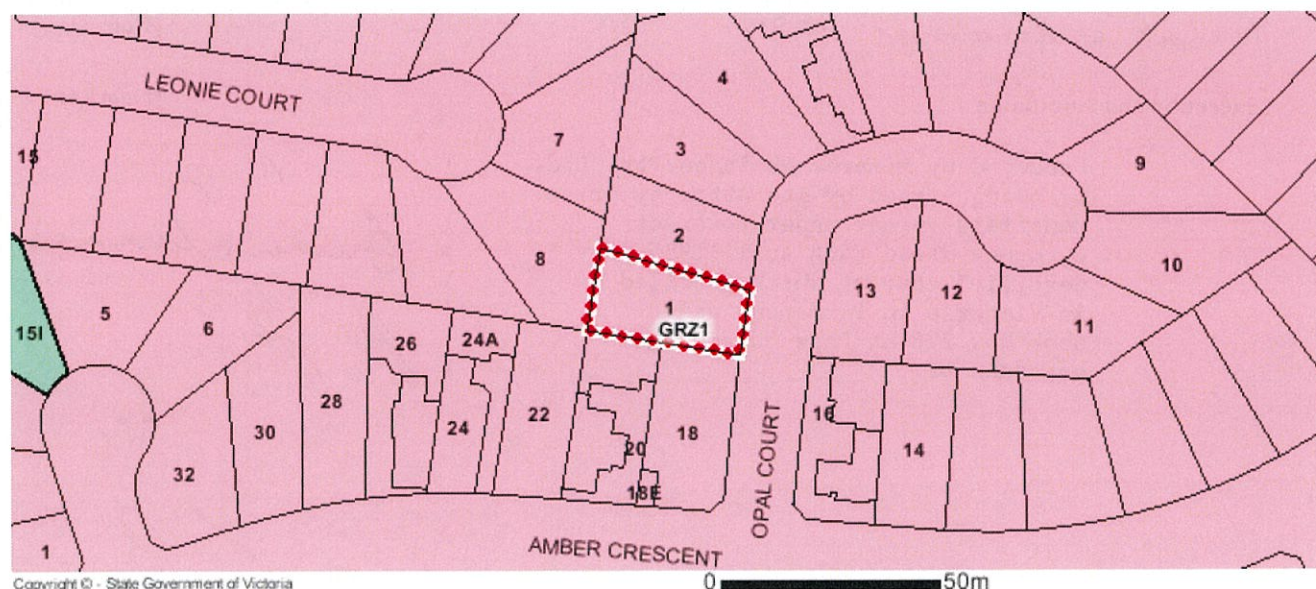
## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **NARRE WARREN NORTH**

## Planning Zones

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

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



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GRZ - General Residential

PPRZ - Public Park & Recreation

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

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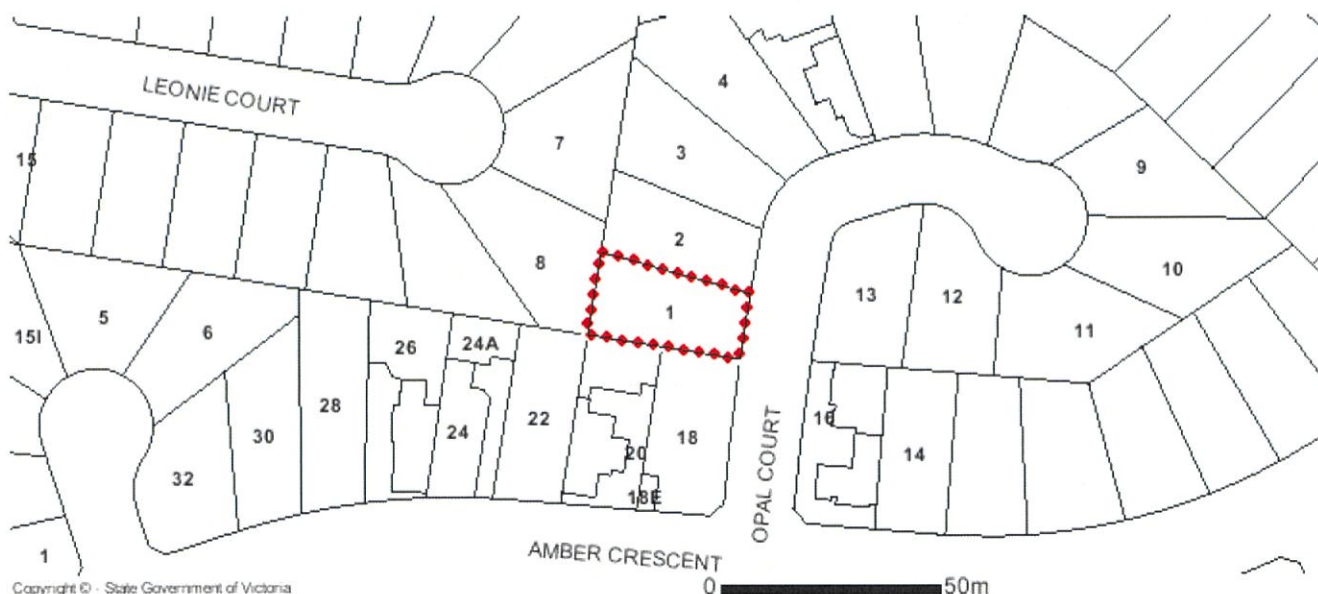
Read the full disclaimer at [www.land.vic.gov.au/home/copyright-and-disclaimer](http://www.land.vic.gov.au/home/copyright-and-disclaimer)

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: Lot 68 LP215380

## Planning Overlay

None affecting this land



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

## Further Planning Information

Planning scheme data last updated on 19 September 2019.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

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

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

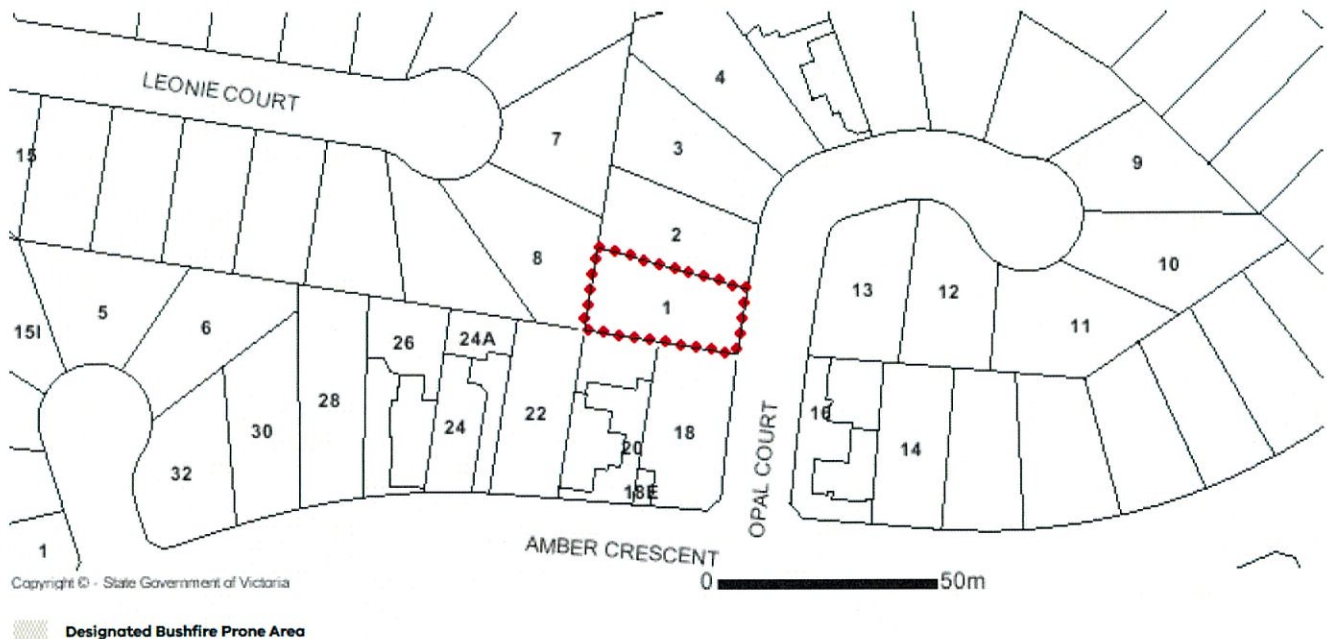
To view planning zones, overlay and heritage information in an interactive format visit <http://mapshare.maps.vic.gov.au/vicplan>

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



## Designated Bushfire Prone Area

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



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

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

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

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

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

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

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

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 03 October 2019 02:05 PM

**Lot and Plan Number:** Lot 68 LP215380

**Address:** 1 OPAL COURT NARRE WARREN 3805

**Standard Parcel Identifier (SPI):** 68\LP215380

**Local Government (Council):** CASEY **Council Property Number:** 25126

**Directory Reference:** Melway 108 G11

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

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

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

### Site Dimensions

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



**Area:** 600 sq. m

**Perimeter:** 104 m

For this parcel:

— Site boundaries

— Road frontages

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

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

### State Electorates

**Legislative Council:** SOUTH-EASTERN METROPOLITAN

**Legislative Assembly:** NARRE WARREN NORTH

### Utilities

**Rural Water Corporation:** Southern Rural Water

**Melbourne Water Retailer:** South East Water

**Melbourne Water:** inside drainage boundary

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

Planning information continued on next page

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## Planning Zone Summary

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

**Planning Overlay:** None

Planning scheme data last updated on 19 September 2019.

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

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

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

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

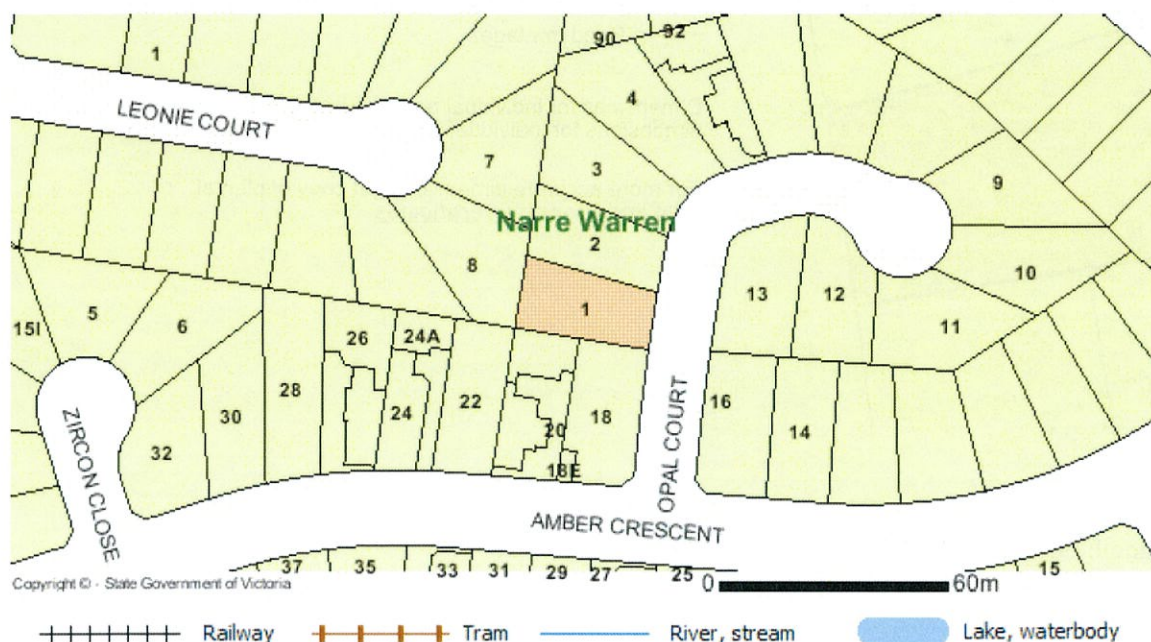
The Planning Property Report includes separate maps of zones and overlays

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

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

## Area Map



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# RATE & VALUATION NOTICE

1 July 2021 - 30 June 2022



City of Casey

Bunjil Place, 2 Patrick Northeast Drive, Narre Warren

Tel : 03 9705 5200

NRS : 133 677 (for the deaf, hearing or speech impaired)

TIS : 131 450 (Translating and Interpreting Service)

ABN : 43 320 295 742



028-3152 (326)

A Mahajan  
4 Lamont Ct  
WANTIRNA SOUTH VIC 3152

Property : 1 Opal Court NARRE WARREN VIC 3805  
Lot 68 LP 215380E

Issue Date : 05/08/2021

Property ID : 25126

Account Ref No.: 00251268

PRESCRIBED DATE OF VALUATION (Valuation as at) 1 JAN 2021		OPERATIVE DATE (Effective from) 1 JULY 2021
CAPITAL IMPROVED VALUE (Total Property Value) <b>\$530,000</b>	SITE VALUE (Land Value) <b>\$405,000</b>	NET ANNUAL VALUE <b>\$26,500</b>

\*All outstanding arrears must be paid immediately to avoid further interest charges (currently set at 10% PA)

## How To Pay :

### 1 - Payment by Instalments

To pay by instalments, you **MUST** pay the 1<sup>st</sup> Instalment by the due date.

1<sup>st</sup> Instalment **30<sup>th</sup> Sept 2021**

**\$468.56**

2<sup>nd</sup> Instalment **30<sup>th</sup> Nov 2021**

**\$468.65**

3<sup>rd</sup> Instalment **28<sup>th</sup> Feb 2022**

**\$468.65**

4<sup>th</sup> Instalment **31<sup>st</sup> May 2022**

**\$468.65**

OR

### 2 - Payment in Full

Due by **15<sup>th</sup> Feb 2022**

**\$1,874.51**

OR

### 3 - Payment by Direct Debit

(9 monthly payments - see over for further information)

Existing Direct Debit Arrangements will continue from 28<sup>th</sup> September 2021.

A Payment Schedule will be sent separately.

Rates & Charges	Calculation	Amount
Fire Service Levy Residential Fixed	114.00	\$114.00
Fire Service Levy Residential Variable	(.000059 x CIV)	\$31.27
Garbage With Garden Waste 120L	@ \$377.00	\$377.00
General Rate	@ \$0.002551395 x CIV	\$1,352.24

Current rates and fire services property levy must be paid 15 February 2022 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE :  
110 - Detached Dwelling

#### RATE CAPPING

Council has complied with the Victorian Government's rate cap 1.5%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipal district
- The application of any differential rate by Council
- The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

To update your contact details, notify us at [www.casey.vic.gov.au/update-your-contact-details](http://www.casey.vic.gov.au/update-your-contact-details)

If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS



Billers Code: 8995  
Ref: 00251268

BPAY® this payment via Internet or phone banking

BPAY View® - View and pay this bill using internet banking.

BPAY View Registration No.: 00251268

INSTALMENT AMOUNT

DUE BY 30/09/2021

**\$468.56**

TOTAL AMOUNT

DUE BY 15/02/2022

**\$1,874.51**



Date / /

RATEPAYER : A Mahajan

PROPERTY : 1 Opal Court NARRE WARREN VIC 3805

PROPERTY ID: 25126



\*71 179 251268 38



DATED

2021

**ARVIND MAHAJAN**

to

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 1 OPAL COURT , Narre Warren 3805**

NR Conveyancing

PO Box 102  
Holmesglen VIC 3148  
Tel: 0411 098 418  
Fax: 039806 3200  
Ref: JM:Mahajan-172

**K R Peters**

1298 High Street Road,  
Wantirna South, VIC 3152

P: 03 9800 0000

ABN: 95585016623

# krpeters

## Residential Rental Agreement

for

1 Opal Court, NARRE WARREN VIC 3805



This agreement is between **Arvind Mahajan**  
and **Beau Probst Build it brick.**

Agreement Start Date: Sat 01/05/2021



## Residential Tenancy Agreement

### Schedule

Residential Tenancies Act 1997 (Section 26(1)) / Residential Tenancies Regulations 2008 (Section 8(1))

This agreement is made on Mon 07/06/2021 at 1298 High Street Road, Wantirna South VIC

#### **BETWEEN**

**(LANDLORD/S)**

**Arvind Mahajan**

**c/- K R Peters ABN: 95585016623**

1298 High Street Road, Wantirna South

Ph: 03 9800 0000

#### **AND (TENANT/S)**

**Beau Probst Build it brick**

Address: 1 Opal Court, NARRE WARREN VIC 3805

#### **1. Premises**

The landlord lets the premises known as 1 Opal Court, NARRE WARREN VIC 3805

#### **2. Rent**

The rent amount is \$1,716.00 per calendar month. The date the first rent payment is due is Sat 01/05/2021 .

Pay period: By the 1st day of every month.

Rent Increase (if applicable): The rent will increase to \$1,760.00 on Sat 31/07/2021

Place of payment: To be paid to K R Peters;

Payment Method:

Bank: Westpac

BSB: 033 120

Account: 385479

REF: 18853,

BPAY

Biller Code: 394437

REF:18853,

#### **3. Bond**

The tenant has supplied a bond of \$1,716.00 to the landlord/agent.

#### **4. Fixed Term Tenancy**

The period of the agreement is **12 months**

commencing on the Sat 01/05/2021 and ending on the Sat 30/04/2022

#### **5. Urgent Repairs**

Urgent Repairs relate only to Section 72 of the Residential Tenancies Act (1997)

The Agent is authorised to attend to urgent repairs up to the value of: \$1800.00

Urgent repairs: Tel. 03 9800 0000 After hours: 03 9800 0000

## Residential Tenancy Agreement

### 6. Condition of the premises

The LANDLORD must -

- a. ensure that the premises are maintained in good repair; and
- b. if the landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

### 7. Damage

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

### 8. Cleanliness of the premises

- a. The LANDLORD must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT is to enter into occupation of the premises.
- b. The TENANT must keep the premises in a reasonably clean condition during the period of agreement.

### 9. Use of premises

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

### 10. Quiet enjoyment

The LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

### 11. Assignment or sub-letting

- a. The TENANT must not assign or sub-let the whole or any part of the premises without the written consent of the LANDLORD.
- b. The LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the landlord in relation to the preparation of a written assignment of the agreement. Properties managed by K R Peters may incur a fee in order to transfer a tenant within an existing agreement.

### 12. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997. (NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties.)

Additional Terms: Additional terms which do not take away any of the rights and duties included in the Residential Tenancies Act 1997 may be set out in this section. Any additional terms must also comply with the Unfair Contract Terms under the Fair Trading Act 1999. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information.

### 13. Installation of fixtures, alterations, renovations, or additions

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



**14. Ancillary use of the premises**

The tenant must primarily use the premises as a residence. If the tenant wants to use the premises as a residence and for an ancillary purpose, the tenant must first obtain the landlord's written consent. Consent is at the landlord's discretion. If consent is given it may be subject to reasonable conditions and, before this agreement terminates, the tenant must comply with section 64(2) of the Residential Tenancies Act 1997.

**15. Utility charges**

- a. The landlord is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997. (Note: details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts).
- b. The tenant is liable for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (Note: details of the costs and charges are available at [www.parliament.vic.gov.au](http://www.parliament.vic.gov.au) click on "Legislation and Bills" then click on "Victorian Law Today" and follow the prompts)
- c. If a service is damaged or disconnected because of the fault of the landlord or the agent or the fault of their contractors the landlord must have the service repaired or reconnected and pay the expense of doing so. 14.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, the tenant must have the service repaired or reconnected and pay the expense of doing so.
- d. If the tenant disconnects or changes the supplier of a service, the tenant must pay any expense in connection with having the service disconnected and another service connected.

**16. Landlord insurance**

- a. The tenant will not knowingly do or allow anything to be done on the premises that may invalidate the landlord's insurance policies or result in the premiums being increased above the normal rate. The tenant does not have to comply with this obligation until provided with a copy of the landlord's insurance policies.
- b. The tenant agrees to pay to the landlord any excess incurred as a result of the accidental breakage of glass, toilet bowls, or wash basins in the premises if the damage has been caused by the tenant or by a person the tenant has allowed or permitted to be on the premises. The obligation does not apply if the accidental breakage is caused by the landlord, the agent, or their contractors.
- c. The tenant acknowledges that the landlord's insurance policies do not provide cover for the tenant's possessions. (Note: it is strongly recommended the tenant takes out contents insurance to adequately cover his/her possessions)

**17. Light globes and fluorescent tubes**

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

**18. Tenant to advise landlord or agent of defects**

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

**19. Damage to the premises**

- a. The tenant must take reasonable measures to ensure that anyone the tenant has allowed or permitted to be on the premises does not cause damage to the premises. This obligation does not extend to the landlord, the agent or their contractors.
- b. The tenant must as soon as practicable notify the landlord or the agent of any blockages or defects in drains, water services, or sanitary systems. No item that could cause a blockage (including but not limited to feminine hygiene products, disposable nappies, or excessive amounts of toilet paper) may be flushed down the sewerage, septic, storm water, or drainage systems. The tenant must pay all reasonable expenses that are incurred in rectifying defects or blockages that are caused by the tenant or a person the tenant has allowed or permitted to be on the premises. This obligation does not extend to defects or blockages caused by the landlord, the agent or their contractors.
- c. The tenant will indemnify the landlord for any loss or damage caused to the premises by the tenant or a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to loss or



damage caused by the landlord, the agent or their contractors.

- d. The tenant will indemnify the landlord against liability for injury or loss sustained by any person or a person's property because of the negligence of the tenant or the negligence of a person the tenant has allowed or permitted to be on the premises. The indemnity does not apply to injury or loss caused by the landlord, the agent or their contractors.

## **20. Flooring Care & Cleaning**

The TENANT is/are responsible for the carpets and agree to cover the cost for any damaged caused to the carpet during the tenancy. If new carpet has been installed or the existing carpet professionally dry or steam cleaned at the commencement of the tenancy, the tenant will have the carpet professionally dry or steam cleaned upon vacating the premises and provide the landlord or agent with a receipt for payment of the work.

The tenant/s are responsible for the floor boards in the property and must ensure to never drag furniture along floors but instead pickup up any furniture items. The tenants agree to protect the floorboards by securing felt sticker protectors to the base of all furniture items. Any damage to the floor boards shall be the tenant/s responsibility to fix during the term of the tenancy.

## **21. Fasteners, antennas and signs**

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

## **22. Flammable liquids, kerosene heaters and vehicle and boat repairs**

- a. The tenant must not store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.
- b. The tenant must not bring on to or use at the premises a heater which uses flammable liquid or bottled gas.
- c. Candles, & Oil Burners. The tenant agrees NOT to use any form of candles/incense/oil burners or any apparatus that will utilise a naked flame within the property, during the tenancy.

## **23. Storage and removal of waste and rubbish**

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

## **24. Washing**

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

**25. Garden**

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

**26. Pets**

The tenant must not keep any animal, bird, or other pet on the premises without first obtaining the written permission of the landlord or the agent. Permission will not be unreasonably withheld. In giving permission, the landlord or the agent may impose reasonable conditions including exercise. It is not unreasonable for the landlord or the agent to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the premises. If an occupant of the premises is legally blind, permission will not be required for the occupant to have a trained guide dog on the premises, unless permission must be obtained from an owner's corporation.

**27. Changes in occupation of the premises**

- a. If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.
- b. If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant will be required to reimburse the landlord's reletting expenses including -
  1. a letting fee equivalent to 2 weeks' rent + GST
  2. advertising or marketing expenses incurred; \$550.00
  3. rental data base checks on applicants; \$22.00
  4. rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

**28. Tenant intending to leave when the lease ends**

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

**29. Return of keys and obligation to pay rent**

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

**30. Landlord requiring the premises when the lease ends**

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

**31. Changing locks or alarm code & loss of keys**

- a. The tenant may change the locks of the premises. If the tenant changes the locks, the tenant must give the landlord or the agent duplicate keys to the changed locks within 14 days
- b. The tenant may change the code of an alarm at the premises. If the code is changed, the tenant must advise the landlord or the agent of the changed code immediately.
- c. In the event the tenant needs to borrow the keys to the property during business hours, they may collect from the office leaving photo ID & a \$50.00 deposit



- d. If in the event you need to borrow keys after hours (phone 03 9800 0000), and an agent is able to provide the tenant with access, this will cost you \$100 to be paid to the agent at the time access is given. If this is required after hours but on a weekend or public holiday, this will cost you \$150 to be paid to the agent at the time access is given. If in the event an agent is unable to provide access to the property, you will need to contact a locksmith at your own cost. If the locksmith needs to change the locks, under legislation, you will need to provide the office with a copy of all entry and exit door keys.

### **32. "To Let" signs**

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

### **33. "Auction" and "For Sale" signs**

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

### **34. Owners corporation rules**

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

### **35. Tenant cannot use bond money to pay rent**

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

### **36. Changing the rent**

- a. If this is not a fixed term tenancy agreement, the landlord may increase the rent by giving the tenant 60 days' notice required by the Residential Tenancies Regulations 2008. The landlord must not increase the rent more than once in every 12 months.
- b. If the tenant disagrees with a rent increase sought by the landlord, the tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of the rent increase is given.

### **37. Receipt of condition report / written statement of rights and duties of a landlord and tenant**

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

- a. Two copies of a condition report signed by or on the behalf of the landlord; and
- b. A written statement setting out the rights and duties of a landlord and tenant under a tenancy agreement ("Renting a home A guide for tenants and landlords").

**38. Consent to receive information by electronic communication**

For the purposes of sections 8(1) and 8(2) of the Electronic Transactions (Victoria) Act 2000 (Act) the tenant consents to information being given to them by means of an electronic communication at the following address:

Beau Probst Build it brick	xxxxx@xxxxx.com
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In this additional term, "electronic communication" has the same meaning as in section 3(1) of the Act and "information" has the same meaning as "giving information" in section 8(5) of the Act.

**39. No Smoking Inside Rental Premises**

The Tenant(s) acknowledge and agree that there will be no smoking inside the rental premises during the term of the tenancy.

**40. Air B&B, Licensing Agreements & Businesses in the premises**

The tenant(s) must not grant a license or part with occupation of the premises, or a part of the premises to provide accommodation for a fee or other benefit, without, in each instance, obtaining the landlords prior written consent which, if given, may be subject to reasonable conditions.

Should the tenant/s wish to operate a business on the rented premises, with clients entering and exiting, the tenant/s acknowledge that this may be done so, providing the following is adhered to:

- a. Written permission from the landlord/landlord's agent is obtained.
- b. Business insurances are regularly reviewed, ensuring the policy is inclusive of public liability of no less than \$20,000,000.
- c. Business insurance policy certificates are provided to the landlord/landlord's agent, promptly at the beginning of each renewal period, or as requested.
- d. Any documents relating to the home business that may be requested from the TENANT by the LANDLORD/LANDLORD'S AGENT **must** be promptly produced within 24 hours of written request.

**41. National Broadband Network (NBN)**

The Tenant(s) acknowledge and agree that they will not arrange installation of the NBN without expressed written permission of the Landlord or Managing Agent. The Tenant(s) acknowledge and agree that any damages done to the rental property as a result of non-approved installation will be the responsibility of the Tenant(s) and rectification works will be completed at their cost. The Tenants(s) also agree and acknowledge that changing of batteries to the NBN unit is the Tenant's responsibility and is to occur at the Tenant's cost.



## Special Conditions

### 42. Tenant Transfers

The Tenant(s) must inform, in writing, the Landlord if one or more Co-Tenants vacate the premises. The Tenant(s) must also inform the Landlord, in writing, if they wish a new Assignee to be added to the property, complete with a suitable application form of the Assignee. The Landlord (or their Agent) may charge an Administration Fee of \$165.00 (inclusive of GST) for each transfer. An Administration Fee of \$330 (inclusive of GST) may apply if a Tenant Transfer or Assignee has been attended to without written permission from the Landlord. A Breach Notice may also apply.

### 43. Rent Arrears Policy

At K R Peters, we have a Zero Tolerance to Rent Arrears. By signing below, you are acknowledging your understanding of this policy and committing that you will ensure that your rental is always paid on time and in full in accordance with your tenancy agreement.

Rent must always be paid in advance (One Month when paying Monthly) and be in cleared funds, in our Trust account, BEFORE your rent due date, 1st .

Our procedure for dealing with Rent Arrears is;

1. SMS/TEXT warnings
2. SMS/TEXT warnings and emails
3. SMS/TEXT warnings, emails and physical letters
4. Failure to remedy your rent arrears in full by Day Fourteen (14) will result in a Notice to Vacate and an application to the Tenancy Tribunal which will result in the termination of your Tenancy. No exceptions.

It is our policy that should a Tribunal Order be made, a consequential clause will be inserted into the order. This will state that should this order be breached (i.e. the tenant does not keep up with the scheduled payments), then the order will be enforced and you will be required to pay all outstanding monies and vacate the property. Further Tribunal action may be taken to finalise the tenancy, if necessary.

Please note; all Tribunal Orders may be lodged on any relevant Tenancy databases and financial institutions, which may affect your ability to rent another property and may also affect your credit rating.

If you are paying Monthly, it is a requirement that you **do not part-pay**. If you cannot make the full payments before your due date please call this office to discuss.

**DO NOT PART PAY** unless instructed to do so.

### Tenant(s) Signatures

Renter : **Beau Probst Build it brick**



Signed at Mon, 07/06/2021 21:32

### Property Manager Signature

Property Manager : **Rebecca Nicolls** on behalf of **Arvind Mahajan** (Rental Provider)



Signed at Tue, 08/06/2021 09:25

## AUDIT TRAIL

### Beau Probst Build it brick (Renter)

- Mon, 07/06/2021 21:32 - Beau Probst Build it brick clicked 'start' button to view the Residential Rental Agreement
- Mon, 07/06/2021 21:32 - Beau Probst Build it brick signed the Residential Rental Agreement
- Mon, 07/06/2021 21:33 - Beau Probst Build it brick submitted the Residential Rental Agreement

### Rebecca Nicolls (Property Manager)

- Tue, 08/06/2021 09:24 - Rebecca Nicolls clicked 'start' button to view the Residential Rental Agreement
- Tue, 08/06/2021 09:25 - Rebecca Nicolls stamped saved signature the Residential Rental Agreement
- Tue, 08/06/2021 09:25 - Rebecca Nicolls submitted the Residential Rental Agreement

## AGREEMENT END

### Document Disclaimer

*The contents of this document are of a general nature only and may not include provisions to deal with particular circumstances. If you have any concern as to the scope of this document you should obtain qualified experienced legal advice.*

*Before entering any information to appear in the schedule to the document you should check the accuracy and completeness of that information.*

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