

CONTRACT OF SALE OF REAL ESTATE

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

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

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

and in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing—

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

This offer will lapse unless accepted within [10] clear business days (3 business days if none specified).

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

Print name of person signing **Shane Adam McIntosh and Nicole Leah McIntosh**

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

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Real Estate Geelong
52 North Valley Road, HIGHTON 3216

Tel: Fax: Ref: **Wes Thornton** Email: wes@realestate-geelong.com.au

VENDOR

Shane Adam McIntosh and Nicole Leah McIntosh
47 Upper Skene Street, NEWTOWN 3220

VENDOR'S LEGAL PRACTITIONER

Bay City Conveyancing & Legal Pty Ltd
13 Star Street, Geelong 3220

Tel: Fax: Ref: Nick Spanninga Email: nick@baycitylegal.com.au

PURCHASER

Tel: Fax: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

PROPERTY ADDRESS

Suite 3 165 High Street BELMONT

LAND
The land is described in the attached copy title and plan as:
Lot 028348Y on Plan 7 being all that piece of land more particularly described
in Certificate of Title Volume 10517 Folio 966
and includes all improvements and fixtures.

GOODS
Any permanent fixtures and fittings not the property of the tenant.

PAYMENT

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

SETTLEMENT

Is due on _____

GST (refer to general condition 13)
The price includes GST (if any) unless the words '**plus GST**' appear in this box:

Not applicable

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

going concern

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

Not applicable

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

Subject to lease

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are: Refer attached copy Lease/Tenancy Agreement

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

Not applicable

ENCUMBRANCES

This sale is NOT subject to an existing mortgage unless the words **'subject to existing mortgage'** appear in this box:

Not applicable

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

LOAN (refer to general condition 14)

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) ~~up to \$1,000 in cash; or~~
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

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

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

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

General condition 15B is added:

15B. GST WITHHOLDING

15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.

15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by nonmonetary consideration.

15B.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7,

the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

15B.9 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

15B.10 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.

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

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent

even if the estate agent's authority has formally expired at the time of service.

- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:

- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
- (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
- (b) the date that is 30 days before the deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
- (b) the date that is 30 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

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

**Special Condition 13 - Certain General Conditions Excluded or Varied**

- (a) General Conditions 8 and 24.4 to 24.6 inclusive do not apply to this contract.
- (b) The words "80% of the sale price" in General Condition 12.1(a)(ii) are replaced with the words "the Balance set out in the particulars of sale".
- (c) Sub-clause 27.3 is added:
"27.3 If a default notice is served, the default shall be deemed remedied only when the provisions of sub-clause 27(b)(i) and 27(b)(ii) have each been satisfied."

**Special Condition 14 - Guarantee**

- (a) If the purchaser is a proprietary limited company ("corporation"), the purchaser will procure the execution of the attached guarantee by each of the directors of the corporation at the time of signing of this contract by the purchaser;
- (b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract by the purchaser, a director subsequently requested to execute the attached guarantee must do so within seven days of the request;
- (c) If any person required to execute the guarantee fails to do so, the vendor may rescind this contract by written notice to the purchaser. Time will be of the essence of this special condition.

**Special Condition 15 - Sale Subject to Lease**

- (a) The Land is sold subject to the lease in favour of IT How To Pty Ltd a copy of which is attached.
- (b) The vendor does not warrant or represent that the Lease is binding, valid or enforceable or will be in force at settlement nor whether the tenant will be in occupation of the Land at settlement.
- (c) The purchaser will not make any claim in respect of the lease or non-production of the lease deeds or any lease deed.
- (d) All Outgoings:
 - (i) for any part of the Land that is not the subject of the Lease; or
 - (ii) for any part of the Land that is the subject of the Lease but which are not Tenant's Outgoings will be borne by the purchaser from the date on which the purchaser becomes entitled to possession of the Land (or any part of it) and the same will if necessary be apportioned between the vendor and the purchaser on the basis that such Outgoings have been paid by the vendor.
- (e) Rent paid under the Lease will be apportioned between the vendor and the purchaser as at the date on which the purchaser becomes entitled to possession of that part of the Land subject to the Lease and the balance paid or received as the case may require. The purchaser will not adjust against the vendor in respect of rent payable but unpaid for any period from settlement.
- (e) If the purchaser receives any payment from a Tenant with respect to a Lease for the period prior to settlement, the purchaser must pay that sum to the vendor immediately.

**Special Condition 16 - GST**

- (a) If General Condition 13.1(c) applies to this contract the amount of the GST payable by the purchaser to the vendor pursuant to that General Condition shall be deemed a charge on the land and the vendor may lodge a caveat in respect of such charge, the reasonable legal costs and registration of such caveat and its withdrawal to be paid by the purchaser. The provisions of this sub-clause shall not merge at settlement.
- (b) If the supply made under this contract is a 'going concern', the purchaser must no less than 14 days prior to settlement provide the vendors' lawyers with written evidence that the purchaser is registered for GST under the GST Act.
- (c) For the purposes of this special condition "purchaser" means the purchaser named in the contract or any nominee/transferee.
- (d) In this special condition 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- Only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - Keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- a release from the secured party releasing the property from the security interest; or
 - a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- that –
 - the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –
- interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. General Law Land

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

MONEY

10. Settlement

- 10.1 At settlement:
- the purchaser must pay the balance; and
 - the vendor must:
 - do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- must not exceed 10% of the price; and
 - must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.
- 11.3 The purchaser must pay all money other than the deposit:
- to the vendor, or the vendor's legal practitioner or conveyancer; or
 - in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- in cash; or
 - by cheque drawn on an authorised deposit-taking institution; or
 - if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - there are no debts secured against the property; or
 - if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - all conditions of S27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- the parties agree that this contract is for the supply of a going concern; and
 - the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by –
- post is taken to have been served on the next business day after posting, unless proved otherwise;
 - email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

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

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the

parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

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

28. Default not remedied

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

28.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE & INDEMNITY

Relating to a Contract of sale dated ____/____/201__

between

Vendor: **Shane Adam McIntosh and Nicole Leah McIntosh**

Purchaser: _____

for the sale of the property known as: **Suite 3 165 High Street BELMONT**

I/We

of

in consideration of the Vendor selling the property to the Purchaser for the price and on the conditions set out in the Contract HEREBY for ourselves and our respective executors and administrators jointly and severally covenant with the Vendor that if at any time the Purchaser fails to pay any money due under the Contract or fails to perform or observe any condition of the Contract which is to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor all money then due and payable under the Contract and hereby indemnify the Vendor and agree to keep the Vendor indemnified against all loss of purchase money interest and any other money payable under the Contract and all costs charges and expenses of any kind which the Vendor may incur by reason of any default by the Purchaser under the Contract. We agree that this guarantee and indemnity will continue and will not be released or discharged by any neglect or forbearance by the Vendor in enforcing the payment of any money or the performance of observance of any obligation under the Contract or by the Vendor extending the time within which the payment of money or the performance or observance of any condition by the Purchaser is to be completed.

DATED:

Signed Sealed and Delivered)

by the said)

in the presence of:)

Signed Sealed and Delivered)

by the said)

in the presence of:)

BAY CITY CONVEYANCING & LEGAL PTY LTD

Our Reference: Nick Spanninga

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962

Copyright Bay City Conveyancing & Legal Pty Ltd 13 Star Street Geelong 3220

VENDOR: Shane Adam McIntosh and Nicole Leah McIntosh
PROPERTY: Suite 3 165 High Street BELMONT

DATE OF THIS STATEMENT: the _____ day of _____

Signature of the vendor:

.....
Shane Adam McIntosh and Nicole Leah McIntosh

The purchasers acknowledge being given a duplicate of this statement by the vendor before the purchasers signed any contract.

DATE OF THIS ACKNOWLEDGEMENT: the _____ day of _____

Signatures of the purchaser:

.....

DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist as prescribed and current as at the date of preparation of this statement is included for convenience.

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

Suite 3 165 High Street BELMONT

TITLE

Attached is a copy of the **Register Search Statement** including any plan of subdivision and covenant where applicable.

RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered and subject to any in favour of the local water authority Barwon Region Water full particulars of which may be obtained therefrom) are as set out in the attached copies of title documents and sewer plan including easement implied to the area within one metre of any sewer main shown on the plan. There is no failure to comply with their terms to the vendors knowledge.

PLANNING

Planning Scheme information applying to the land is contained in the attached Property Report.

BUILDING APPROVALS

No building permit has been issued in the past seven years.

SERVICES – The following services are connected to the land unless the word **NO** appears–

Service	
Electricity	
Gas	NO
Water	
Sewerage	
Telephone	

OUTGOINGS & STATUTORY CHARGES

The amount of any rates, taxes, charges or other similar outgoings affecting the land including any unpaid interest payable on any part of those rates, taxes, charges or outgoings including any rates, taxes, charges or outgoings for which the purchaser may become liable in consequence of the sale do not exceed \$4,500.00

NOTICES

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land of which the vendor might reasonably be expected to have knowledge or any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and including any notice under section 6 of the Land Acquisition & Compensation Act 1986) are as follows:

There are none to the vendor's knowledge save as detailed herein or attached, but the vendor has no means of knowing of all the decisions of public authorities or government departments affecting the property unless communicated to the vendor.

TENANCY

The property is sold subject to the tenancy.

OWNERS CORPORATION

Attached is a copy of the current owners corporation certificate issued in respect of the land under section 151(4)(a) of the **Owners Corporations Act 2006** and documents required to accompany the owners corporation certificate under section 151(4)(b) of the Owners Corporations Act 2006.

**Prepared by Bay City Conveyancing & Legal Pty Ltd
Section 32 Statement Attachments Follow**

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.

Register Search Statement - Volume 10517 Folio 966

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

VOLUME 10517 FOLIO 966

Security no : 124076637199A
Produced 20/03/2019 11:43 AM

LAND DESCRIPTION

Lot 7 on Registered Plan of Strata Subdivision 028348Y.
PARENT TITLE Volume 09806 Folio 944
Created by instrument W755157S 18/05/2000

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
SHANE ADAM MCINTOSH
NICOLE LEAH MCINTOSH both of 47 UPPER SKENE STREET NEWTOWN VIC 3220
AQ960994G 27/04/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ960995E 27/04/2018
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE SP028348Y 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: SUITE 3 LEVEL 1 165 HIGH STREET BELMONT VIC 3216

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 27/04/2018

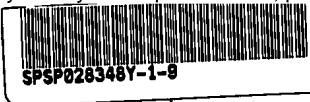
OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP028348Y

DOCUMENT END

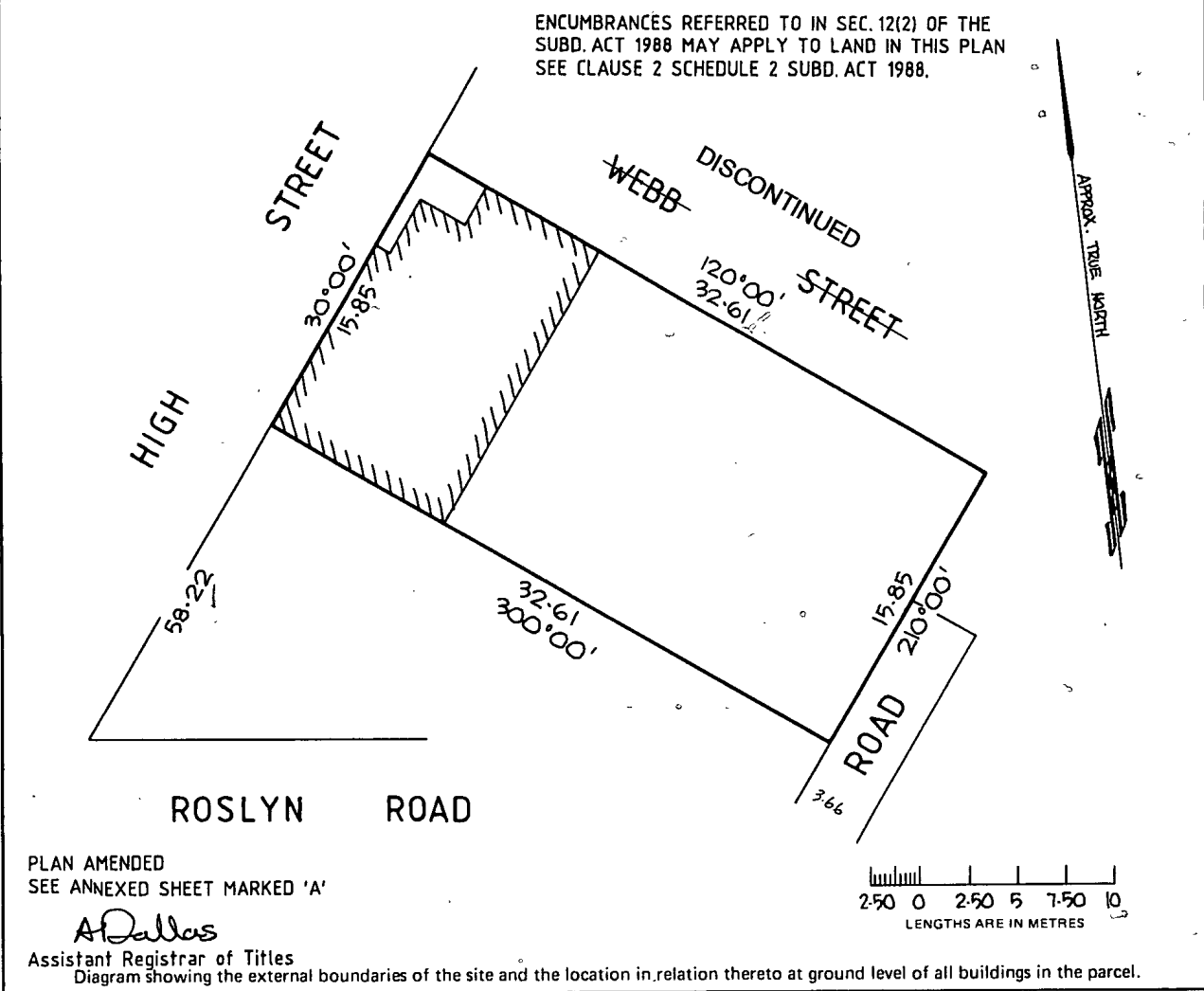
**Delivered from the LANDATA® System by SAI Global Property Division Pty Ltd
Delivered at 20/03/2019, for Order Number 56035023. Your reference: 19-0373.**

SP 28348



28348
 570250.8Y

PLAN OF STRATA SUBDIVISION	
THE PARCEL - The whole of the land described in Certificate of Title Volume 5476 Folio 052 being part of Crown ALLOTMENT 1, PORTION 24, AT BELMONT Parish of BARRARBOOL County of GRANT	REGISTERED TIME 9.00 AM DATE 20.4.88
POSTAL ADDRESS OF BUILDINGS 165 HIGH STREET, BELMONT, 3216	FOR CURRENT ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT



SURVEYORS CERTIFICATE

I, **GREGORY CHALMERS OF 115 YARRA ST. GEELONG**, a surveyor licensed under the Surveyors Act 1978 certify that this plan and any measurements on which it is based have been made by me or under my personal direction and supervision; that the standard of accuracy of any measurements made to determine the external boundaries of the site complies with the requirements of and under the Surveyors Act 1978; that the plan accurately represents as at the 23rd day of NOVEMBER 1987 in the manner required by or under the Strata Titles Act 1967 and by or under the Surveyors Act 1978; and within the limitations of the scale used and the standard of accuracy required, the boundaries of the units and the location at ground level of all buildings in the parcel in relation to the external boundaries of the site; and that all units are within the parcel.

Signature *G Chalmer* Date 27-11-87

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (i), Strata Title Act 1967

THE COUNCIL OF THE CITY OF SOUTH BARWON HEREBY CONSENTS TO THE SUBDIVISION OF LAND SHOWN ON THIS PLAN IN WITNESS WHEREOF THE SEAL OF THE MUNICIPALITY HAS BEEN AFFIXED.

DATED THIS SIXTEENTH DAY OF DECEMBER, 1987.

M. B. ... MAYOR.
Annella ... COUNCILLOR.
[Signature] TOWN CLERK.

THOMS & PARTNERS PTY. LIMITED LICENSED SURVEYORS : CONSULTING ENGINEERS : PLANNERS & DESIGNERS 115 YARRA STREET, GEELONG, VIC., 3220 Telephone: (052) 9 3147	SURVEYORS REF 11771 VICTORIA	<i>A Dallas</i> LICENSED SURVEYOR SHEET 1 OF 5 SHEETS
--	---	---

SP 28348



LOT LOT
SCHEDULE OF UNIT ENTITLEMENT AND UNIT LIABILITY

FOR CURRENT OWNERS CORPORATION DETAILS
SEE OWNERS CORPORATION SEARCH REPORT

LEGEND.

LOTS 1A, 1B, 2-7 (INCL.) THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN EACH OF UNITS 1 AND 2 IS A TWO STOREY BUILDING. THE RELEVANT STOREY OF THE PART OF THE BUILDING CONTAINED IN EACH OF THESE UNITS IS SHOWN ON THE TABLE HEREUNDER.

LOT	RELEVANT STOREY
1A, 1B, 2, 3, 4, 5	GROUND STOREY
2, 6, 7	TOPMOST STOREY

~~THE LOWER BOUNDARY OF UNIT 1 IS 2 METRES BELOW THAT PART OF THE SITE WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES OF THE RELEVANT UNIT AS SHOWN ON DIAGRAM 1 ON SHEET 3.~~

~~THE UPPER BOUNDARY OF UNIT 1 LIES WITHIN THE FLOOR OF THAT PART OF THE TOPMOST STOREY EXCEPTING THAT PART OF THE UNIT SHOWN THUS // // // THE UPPER BOUNDARY OF WHICH IS 12 METRES ABOVE THAT PART OF THE SITE.~~

THE LOWER BOUNDARY OF ^{LOT} ~~UNIT~~ 2 LIES WITHIN THE FLOOR OF ^{THAT PART OF} THE TOPMOST STOREY OF ~~THAT PART OF THE BUILDING~~ WHICH IS WITHIN THE VERTICAL OR NEAR VERTICAL BOUNDARIES, AS SHOWN ON DIAGRAM 2 ON SHEET 3 EXCEPT THAT PART OF ~~UNIT~~ 2 SHOWN THUS ⁰⁰⁰ WHERE THE LOWER BOUNDARY IS 2 METRES BELOW THAT PART OF THE SITE.

THE UPPER BOUNDARY OF ^{LOT} ~~UNIT~~ 2 IS 12 METRES ABOVE THAT PART OF THE SITE.

THERE ARE NO ACCESSORY ^{LOTS} ~~UNITS~~ ON THIS PLAN.

THE COMMON PROPERTY IS ALL THE LAND IN THE PARCEL, EXCEPT THE LAND CONTAINED IN ~~UNITS 1 AND 2~~ LOTS 1A, 1B, 2-7 (INCL.).

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
MEDIAN: BOUNDARIES SHOWN M ON SHEETS 4 & 5.
INTERNAL FACE: ALL OTHER BOUNDARIES.

THOMS & PARTNERS PTY. LIMITED
LICENSED SURVEYORS : CONSULTING ENGINEERS : PLANNERS & DESIGNERS
115 YARRA STREET, GEELONG, VIC., 3220
Telephone: (052) 9 3147

SURVEYORS REF.
11771

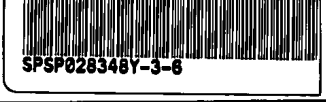
VICTORIA
8. 20. 0
LICENSED SURVEYOR
SHEET 2 OF 5 SHEETS

10
20
30
40
50
60
70
80
90
100
110
120
130
140
150m

30
18-4-88

30
18-4-88

SP 28348



10
20
30
40
50
60
70
80
90
100
110
120
130
140
150mm

DIAGRAM 1
GROUND STOREY (PART) & GROUND LEVEL (PART)

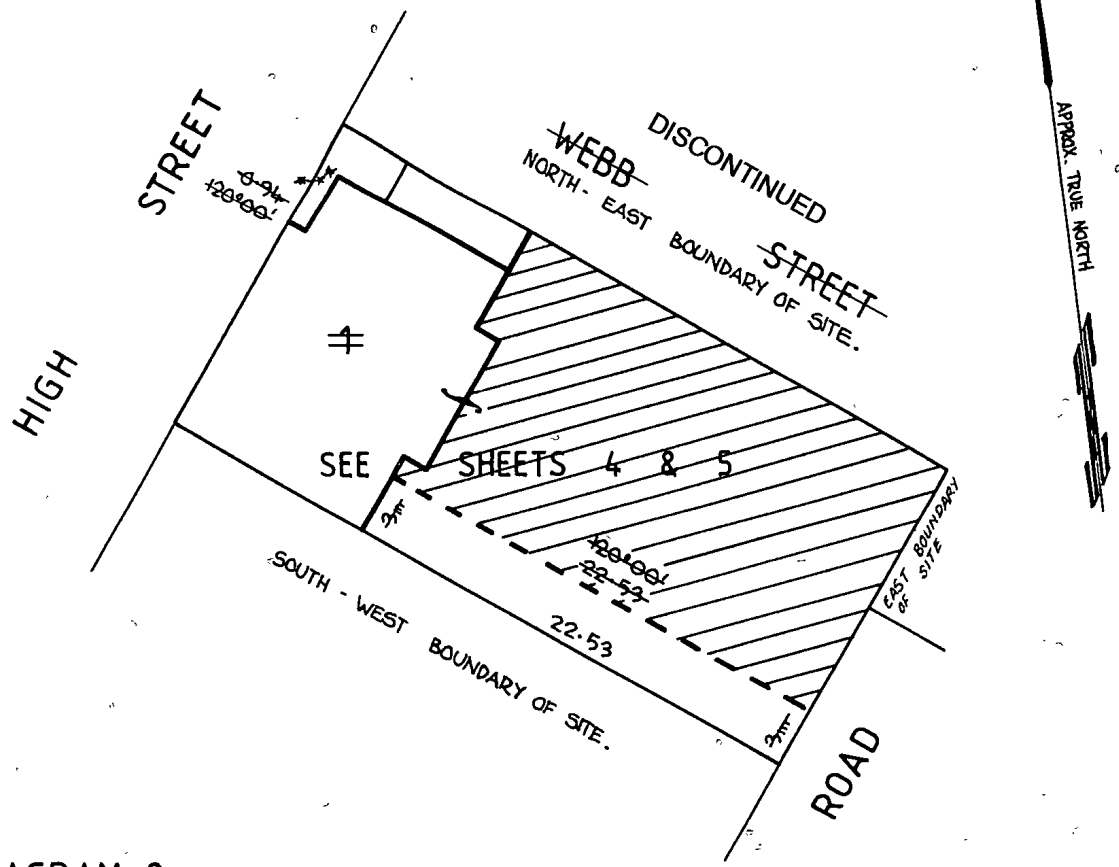
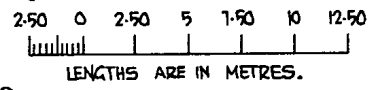
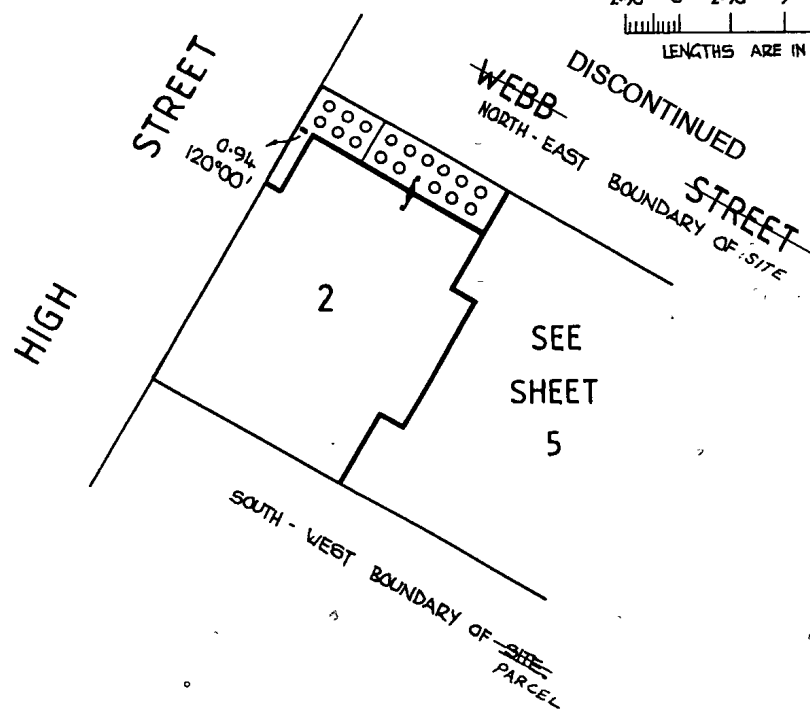


DIAGRAM 2
TOPMOST STOREY , GROUND STOREY (PART) & GROUND LEVEL (PART)



28
19-4-88

THOMS & PARTNERS PTY. LIMITED
LICENSED SURVEYORS : CONSULTING ENGINEERS : PLANNERS & DESIGNERS
115 YARRA STREET, GEELONG, VIC, 3220
Telephone: (052) 8 3147

SURVEYORS REF.
11771

[Signature]
LICENSED SURVEYOR.
SHEET 3 OF 35 SHEETS
VICTORIA

STAGE No

LTO USE ONLY

SP28348Y

A.M.G.
ZONE 55

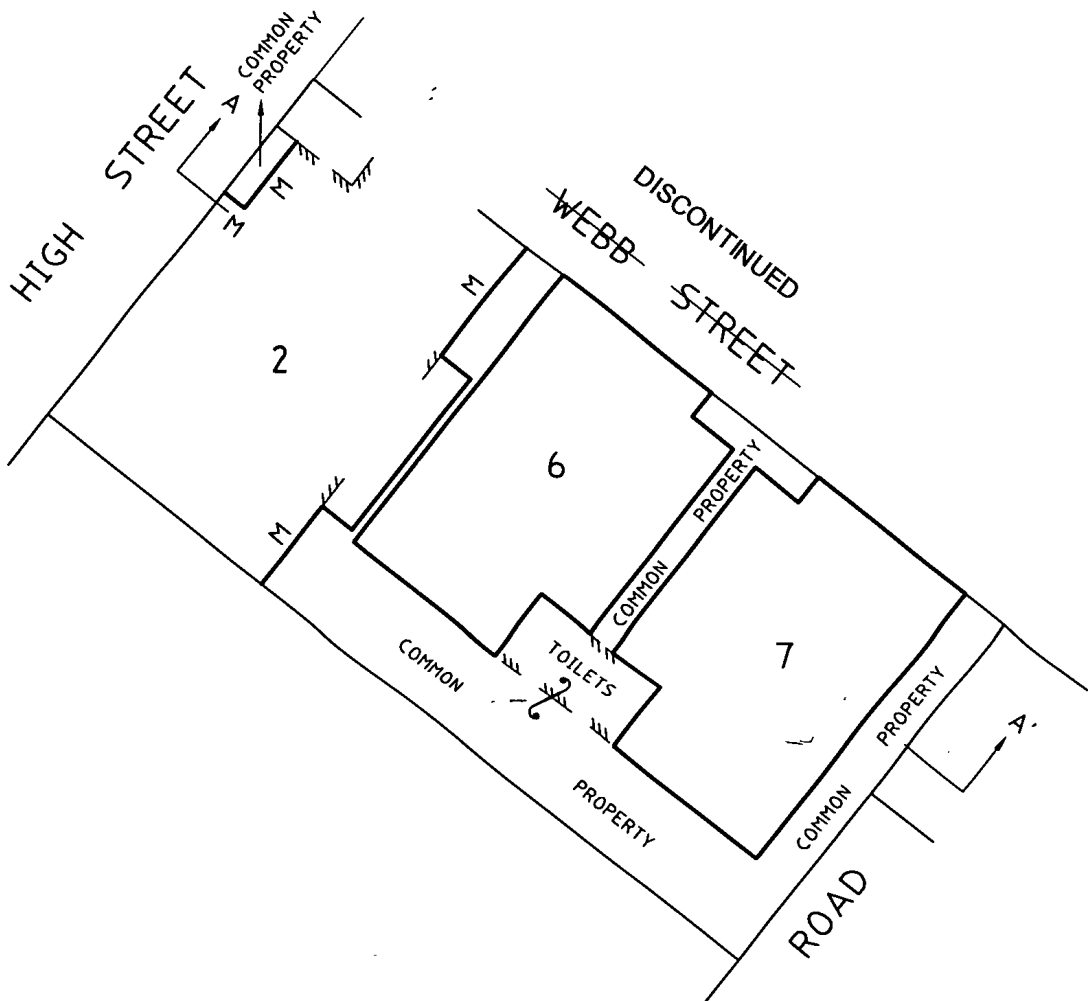
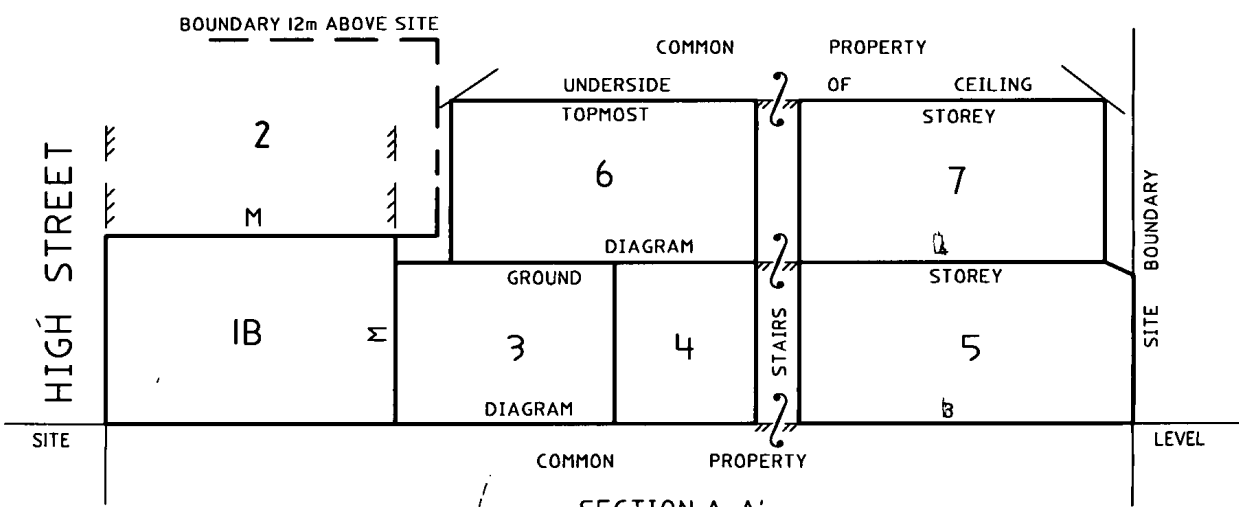


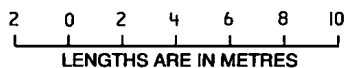
DIAGRAM 4
FIRST STOREY



SECTION A-A'
(NOT TO SCALE)

GRANT ST QUENTIN
SURVEYORS

76 LITTLE RYRIE STREET GEELONG 3220
PO BOX 919 GEELONG 3220
PH (03)52292011 FAX (03)52292909



ORIGINAL
SCALE SHEET
1 : 200 SIZE
A3

LICENSED SURVEYOR(PRINT) GRANT ST QUENTIN

SIGNATURE DATE / /

REF 4724/00

VERSION 04

SHEET 5 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

THIS IS THE ANNEXED SHEET MARKED 'A'
REFERRED TO IN S.P. 28348Y

A Dallas
Assistant Registrar of Titles

ENDORSEMENT	ENTERED
LOT 1 AMENDED CREATING LOTS 1A, 1B, 3, 4, 5, 6, 7 AND	AT: 2:30 pm
ADDITIONAL COMMON PROPERTY PURSUANT TO SEC. 32	ON: 25-5-00
SUBDIVISION ACT 1988 IN ACCORDANCE WITH PLAN OF	<i>A Dallas</i>
AMENDMENT No. W755157S INCLUDING THE INSERTION	Assistant Registrar of Titles
OF SHEETS NUMBERED 4 & 5	
A FOLIO HAS BEEN CREATED FOR THE COMMON PROPERTY	AT: 2.30 pm
ON THIS PLAN BEING VOLUME 10517 FOLIO 967	ON: 25-5-00
	<i>A Dallas</i>
	Assistant Registrar of Titles
WEBB STREET ACQUIRED BY AUTHORITY SEC. 54 TLA	BT 23/10/08
VIDE AG112899U	



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 20/03/2019 12:26:34 PM

**OWNERS CORPORATION
PLAN NO. SP028348Y**

The land in SP028348Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1A, 1B, 3 - 7, Unit 2.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 2 190 RYRIE STREET GEELONG VIC 3220

AH960758X 20/05/2011

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1A	10	10
Lot 1B	12	12
Lot 3	8	8
Lot 4	10	10
Lot 5	18	18
Lot 6	11	11
Lot 7	11	11



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/03/2019 12:26:34 PM

**OWNERS CORPORATION
PLAN NO. SP028348Y**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Unit 2	20	20
Total	100.00	100.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Property Report from www.land.vic.gov.au on 13 March 2019 10:43 AM

Lot and Plan Number: Lot 7 SP28348

Address: SUITE 3/165 HIGH STREET BELMONT 3216 (LEVEL 1)

Standard Parcel Identifier (SPI): 7\SP28348

Local Government (Council): GREATER GEELONG Council Property Number: 229279

Directory Reference: Melway 451 H11

Note: There are 7 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

State Electorates

Legislative Council: WESTERN VICTORIA

Legislative Assembly: GEELONG

Utilities

Rural Water Corporation: Southern Rural Water

Urban Water Corporation: Barwon Water

Melbourne Water: outside drainage boundary

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

Planning Zone Summary

Planning Zone: COMMERCIAL 1 ZONE (C1Z)

SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlay: None

Planning scheme data last updated on 7 March 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](#)

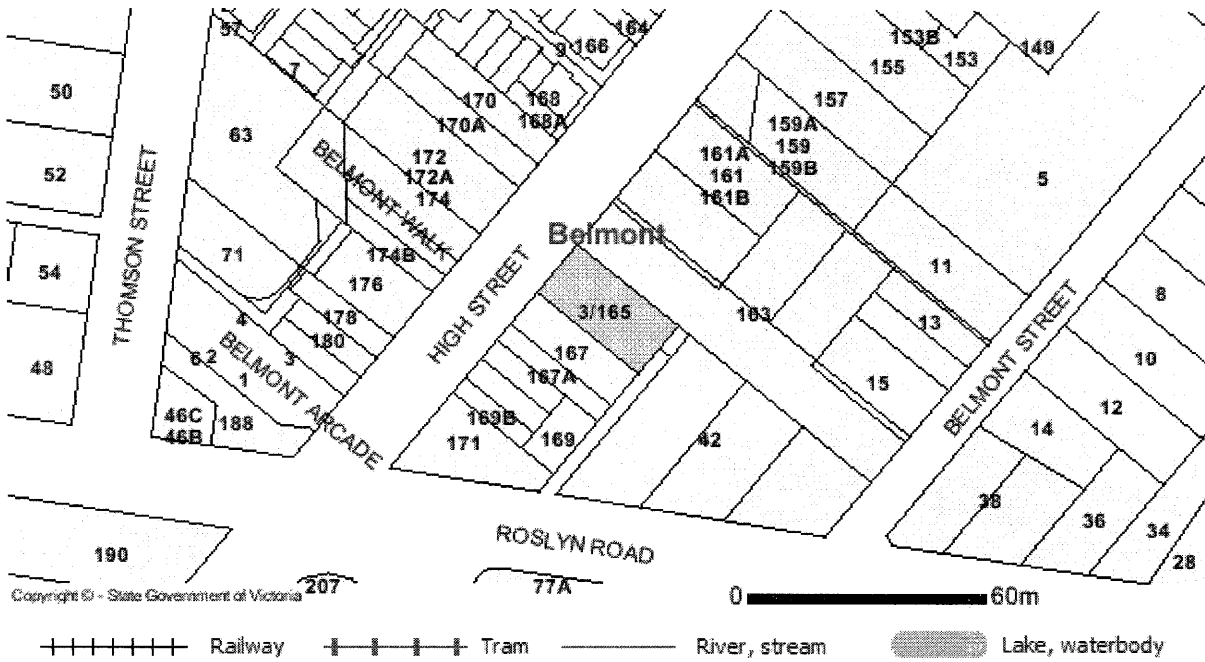
For other information about planning in Victoria visit www.planning.vic.gov.au

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Area Map



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023-3220 (48596)

S A McIntosh and N L McIntosh
47 Upper Skene Street
NEWTOWN VIC 3220

**ONE
PAYMENT
IN FULL**

\$2,451.35
Due by
15 February 2019

or pay by instalment

To become an instalment payer you must pay your first instalment in full by 30 September 2018, otherwise your balance will be due on 15 February 2019.

**FIRST
INSTALMENT**

\$612.83
Due by
30 September 2018.

**SECOND
INSTALMENT**

\$612.84
Due by 30 November 2018

**THIRD
INSTALMENT**

\$612.84
Due by 28 February 2019

**FOURTH
INSTALMENT**

\$612.84
Due by 31 May 2019

Turn over for payment options.

Rating Period 1 July 2018 to 30 June 2019
Declared 1 July 2018
Valuation Level 1 January 2018
Operative 1 July 2018
Issue Date 31 August 2018

Please be aware transactions after 29 August 2018 may not be included in this notice.

RATE NO. **26419**

PROPERTY Suite No. 3/Level No. 1, 165 High Street, BELMONT VIC 3216
Lot 7 SP 28348

AVPCC 222 - Multi-Level Office Building

VALUATIONS Site: land only \$55,000
Capital improved: land + building + improvements \$350,000
Net annual: \$18,790

RATES AND CHARGES Commercial Rate 0.00539 x \$350,000 \$1,886.50
Municipal Charge \$102.00
Sub Total \$1,988.50

FIRE SERVICES CATEGORY: Commercial
Commercial Variable 0.000691 x \$350,000 \$241.85
PROPERTY Commercial Fixed \$221.00
LEVY Sub Total \$462.85

Total \$2,451.35

RECEIVE YOUR NOTICE

OWNERS CORPORATION CERTIFICATE

Owners Corporation Act 2006, s.151 Owners Corporation Act 2006, r.11 Owners Corporation Regulations 2007

As at 20th March 2019

1. OWNERS CORPORATION DETAILS

Plan Number: SP28348Y
Address of Plan: 165 High Street BELMONT VIC 3216
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO Box 4258 GEELONG VIC 3220

2. CERTIFICATE DETAILS

Vendor: Shane A & Nicole L McIntosh
Postal Address for Lot 7: PO Box 526 GEELONG VIC 3220
Purchaser:
Person requesting Certificate: Shane A & Nicole L McIntosh
Reference: (Ref: Nick Spanninga)
Address: PO Box 526 GEELONG VIC 3220
Fax:
E-mail: nick@baycitylegal.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 7

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 7 are **1,485.00 per annum** commencing on 1 October 2018. Levies for this plan are raised over **1 periods**

Period	Amount	Due Date	Status
01/10/18 to 30/09/19	1,485.00	01/10/18	Paid

Maintenance Fund

There are currently no annual Maintenance Fund levy fees payable for Lot 7.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 20th March 2019

For Plan No. SP28348Y - Lot 7

4. CURRENT LEVY POSITION FOR LOT 7

Fund	Balance	Paid To
Administrative	0.00	30 September 2019
Maintenance Fund	0.00	
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 7.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 7 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 20 March 2019:

Account / Fund	Amount
Administrative Fund	19,988.20
Maintenance Fund	0.00
TOTAL FUNDS HELD AS AT 20 MARCH 2019	\$19,988.20

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	0039385BCC
Expiry Date	6-December-2019
Insurance Company	Axis Commercial
Broker	Resolute Property Protect Pty Ltd
Premium	5020.07

Cover Type

Cover Type	Amount of Cover
Appeal Expenses	50,000
Damage (i.e. Building) Policy	2,880,000
Government Audit Costs	50,000
Legal Defense Expenses	50,000
Loss of Rent	432,000
Office Bearers Liability Insurance	100,000
Personal Accident	200,000
Property, Death and Injury (Public Liability)	20,000,000
Theft of Funds	100,000

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 20th March 2019

For Plan No. SP28348Y - Lot 7

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
17/03/2019	Ace Body Corporate Management	Current	OCV Management

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 20th March 2019

For Plan No. SP28348Y - Lot 7

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Ace Body Corporate Management (Geelong)
ABN / ACN: 27 154 911 032
Address of Manager: Suite 2/190 Ryrie Street GEELONG 3220
Telephone: 5221 3685
Facsimile: 5221 6048
E-mail Address: admin@acegeelong.com

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

Please find attached the Minutes of the Annual General Meeting along with all relevant documents. Note that recently there was a roof leak which we are in the process of getting fixed by the Owners Corporation as the roof is common.

An insurance claim has been lodged to cover the resultabt damage.

Also the common toilet tiles had fallen of the wall which is shared between 2 lots. However we do not believe the case to be a structural issue.

SIGNING

The common seal of Plan No. SP28348Y, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporation Act 2006.



Registered Manager

Full name: Mario Fonseca
Company: Proficient Management Unit Trust
Address of registered office: Suite 2/190 Ryrie Street GEELONG
3220

20/03/2019

Date



Common Seal
of Owners Corporation



ACE BODY CORPORATE MANAGEMENT
PROFESSIONAL PERSONAL SERVICE

Proficient Management Pty Ltd ATFT Proficient Management Unit Trust
ABN: 27 154 911 032
t/as Ace Body Corporate Management (Geelong / Surf Coast)

Phone: 03 5221 3685
PO Box 4258 Geelong Vic 3220
admin@acegeelong.com www.acebodycorp.com.au

Shane A & Nicole L McIntosh
PO Box 526
GEELONG VIC 3220

20th March 2019

Dear Shane A & Nicole L McIntosh

Re: OWNERS CORPORATION CERTIFICATE - LOT 7, PLAN NO. SP28348Y

In response to your request, we now attach an Owners Corporation Certificate for Lot 7 in Plan No. SP28348Y dated 20th March 2019. This certificate is intended for use for the purpose of section 151 of the *Owners Corporation Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 12 of the *Owners Corporation Regulations 2007*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at admin@acegeelong.com. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Mario Fonseca
Company: Proficient Management Unit Trust
Address of registered office: Suite 2/190 Ryrie Street GEELONG
3220

20/03/2019

Date



**Minutes of Annual General Meeting
Owners Corporation 1 Plan No SP28348Y
165 High St. Belmont Vic. 3216**

**held on
26th November 2018 at 4.45PM
at
Ace Body Corporate Management (Geelong)
Suite 2, 190 Ryrie Street GEELONG VIC 3220**

1. Attendees, apologies, proxies, determine quorum & entitlement to vote

a) Present, apologies & proxies

Lot/s	Owner	Attendance
Lot 1A	Karen Royce	In Person
Lot 1B	Ivan Jones	In Person
Lot 2	Leamaur Investments Pty. Ltd.	Peter Lenehan - In Person
Lot 4	Graeme Huf	In Person

Apologies: None

In attendance

Mario Fonseca of Ace Body Corporate Management (Geelong) - the Manager.

b) Quorum & entitlement to vote

A quorum was achieved with 4 out of 8 lots represented. All lots represented at the meeting were financial and entitled to vote on ordinary resolutions. All ordinary resolutions made at this meeting are effective from this meeting

It was **RESOLVED** that voting would be via a show of hands with one vote per lot represented.

2. Appointment of Chairperson for the meeting

It was **RESOLVED** that Mario Fonseca, the Manager, be appointed Chairperson for the meeting.

3. Confirmation & acceptance of minutes of the last meeting held

The minutes of the last Annual General Meeting held on 29th 2017 were tabled and discussed.

It was **RESOLVED** that they be confirmed as a true and correct record of that meeting.

For: All	Against: Nil	Abstain: Nil	Outcome: Carried
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4. Receive report from the Manager

The Manager's Report, which was circulated with the notice of meeting, was discussed and noted by the meeting.

5. Election of Chairperson

The Manager advised the meeting that as there are less than 13 lots in the Owners Corporation there is no requirement under the Act to have a Committee, but they may elect one if they wish, and if there is no Committee then under section 98 of the Act the Owners Corporation must elect a Chairperson.

It was **RESOLVED** that Peter Lenehan (Lot 2) be appointed Chairperson. Peter agreed to take the role for 12 months.

For: All	Against: Nil	Abstain: Nil	Outcome: Carried
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The Manager explained the need to have a Grievance Committee and it was **RESOLVED** to elect all lot owners to be the Owners Corporation Grievance Committee.

For: All	Against: Nil	Abstain: Nil	Outcome: Carried
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6. Disputes

There have been no complaints lodged with the Owners Corporation since the last AGM.

7. Insurance

7.1. Current cover

The current insurance details were included in the Manager's Report, which was distributed with the notice of meeting. The Manager tabled a copy of the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) and advised the meeting that he is an Authorised Representative of CHU Underwriting Agencies, Body Corporate Brokers and Whitbread Insurance Brokers.

The manager advised that Ace Body Corporate Management (Geelong) are unit holders in Resolute Property Protect (Resolute) whereby the manager is an authorised representative of Resolute and can provide general and factual advice to lot owners and committees regarding strata insurance.

Note: Ace Managers will be receiving a distribution of dividends and commissions in accordance with the revenue they generate for acting as a unit holder and as an authorised representative of Resolute.

General Advice Warning – The Office Manager advised the meeting that any recommendation(s) made is general advice only and owners and/or their representatives should read the PDS before they make a decision.

Commission Disclosure – The Manager advised that as per clause 1.3 of the Contract of Appointment and in line with the Owners Corporation Victoria (OCV) guidelines, the Manager receives insurance commission on insurance premiums paid on behalf of the Owners Corporation from those organisations that the Manager is authorised to deal with. Commission does not exceed 20% of the base premium amount. This commission does not usually affect the insurance premium.

Duty of Disclosure – The law requires Owners Corporations (or designated officers) to tell the Insurers everything that they know (or could reasonably be expected to know in the circumstances) which is relevant to the Insurers decision to insure the Owners Corporation and the terms on which the Insurer offers to the Owners Corporation.

The duty applies before the Owners Corporation enters into a contract with the Insurer, that is, before the Insurer accepts the Owners Corporation's application and before an alteration or renewal of the Owners Corporation policy. If the Owners Corporation does not tell an Insurer everything that is relevant they may;

- Reduce or refuse to pay a claim;
- Cancel the policy; or
- If the Owners Corporation acts dishonestly, invalidate the policy from its beginning and not be bound by it.

The Manager advised the meeting that all owners and/or their representatives need to ensure information (as required above) is disclosed as soon as possible and prior to a policy being taken out, renewed or changed. If you are not sure whether something is relevant, it is best to disclose it anyway. Disclosures must be in writing addressed to the Manager.

Details of cover – The meeting discussed and noted the insurance details. The Manager stated it is important to note that whilst the Owners Corporation has insurance on the buildings/roads and services and for public liability over the common areas, this insurance **does not extend** to owners and occupants contents or public liability inside a member's lot. It is, therefore, important that members organise their own insurance.

7.2. Renewal of insurance

The Manager explained the importance of continuity of cover to comply with the Owners Corporation's legal responsibilities and explained that he is required to obtain clear instructions for the renewal of the insurance. The Manager advised that the Owners Corporation could;

- i. Renew at the same level of cover currently in place; or
- ii. Renew at the suggested level of cover from the Insurer; or
- iii. Renew at a set percentage increase; or
- iv. Obtain an insurance valuation and renew at the value suggested in the valuation report.

The Manager advised the owners that a new building valuation was carried out on 03rd October 2018 which valued the building at \$2,880,000.

It was **RESOLVED** that the property be renewed on 06th December 2018 for \$2,880,000 with \$20 Million public liability cover with AXIS Underwriting Agency.

For:	All	Against:	Nil	Abstain:	Nil	Outcome:	Carried
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8. Building Insurance Valuation

The Manager also advised the members that the last valuation was completed on 03rd October 2018 which valued your property at 2,880,000.00.

It was **RESOLVED** that a building valuation was not required but will be reviewed at the next Annual General Meeting

For:	All	Against:	Nil	Abstain:	Nil	Outcome:	Carried
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9. **Common property issues**

8.1. **Maintenance issues**

Bird (pigeon) droppings on the common area

It was **RESOLVED** by the members that as part of the Owners Corporation budget, the common property area adjacent & below the balcony be fully cleaned by professional cleaners (Fresh Commercial Cleaning) annually. It was further **RESOLVED** to keep the down pipes clear & common roof maintained at the front of the building.

For:	All	Against:	Nil	Abstain:	Nil	Outcome:	Carried
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Craig who has now sold advised the Manager in December 2017 that he has inspected the steps and found them to be in reasonable condition and did not pose a tripping hazard.

8.2. **Safety issues**

The Manager highlighted the importance of safety on the common property and advised the meeting that any issues should be reported immediately by contacting the office on 5221 3685 and selecting Option 2.

Common Property issues may include but are not limited to; blown light globes, trip hazards, oil spills and other slip hazards, leaking common area pipes etc.

It is the owner's responsibility to ensure they (or their tenant) are aware of the need to report issues of unsafe hazards immediately.

After Hours Common Property Emergency Service

If there is an after-hours emergency concerning Common Property only, contact the Property Maintenance Department by calling the office number on 5221 3685 and selecting Option 1.

Contractors – The Owners Corporation has a *duty of care* and is required to provide a safe work site for all contractors. All contractors must be adequately insured & licensed for the work they are carrying out. Owners should only be paid for work done if they covered by appropriate insurance, and where necessary, licensed.

Essential safety measures

There are currently no essential safety measures being monitored. The passive compliance is carried out by AESG annually and their annual essential safety measures report (AESMR) is attached for your perusal.

The property for the exit & emergency lighting is done by Elliot's and monitored half yearly.

Graeme requested details of what passive compliance covered. This will be sent out shortly.

General Reminders:

- **Owners Corporation Rules** – Owners are reminded that the rules of the Owners Corporation must be adhered too. Owners must ensure that tenants are aware of the rules & ensure that they adhere to them. Keren requested a copy of the Model Rules which can be forwarded to their tenants.
- **Parking on Common Property** – Parking on common property is in breach of the rules of the Owners Corporation and all owners are asked to ensure that they, their tenants and visitors are aware of this.
- **Exterior of Buildings** – Approval should be sought from the Owners Corporation before commencing any maintenance, repairs and/or other building works to the exterior of the common property buildings. This includes painting, installation of air conditioners, changing windows and the like.

10. **Confirmation & acceptance of the income and expenditure statement**

The income and expenditure statement for the 12 months ending September 30th 2018, which was circulated with the notice of meeting, was reviewed by the meeting.

The Manager reported that there was a surplus of **\$20,224.82** in the Administrative Fund and, which included advance levy payments of **\$6,479.84** (relating to next budget year) and levy arrears of **\$74.08**, providing a net cash surplus of **\$13,819.06** as at the end of financial year.

It was **RESOLVED** that the income and expenditure statement be accepted as representing a true and correct record of the Owners Corporation's movement of funds.

For:	All	Against:	Nil	Abstain:	Nil	Outcome:	Carried
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11. Review & acceptance of proposed budget and fees

A proposed expenditure budget & levies for year ending September 30th 2019 was circulated with the notice of meeting. The meeting discussed the budget and levies and it was **RESOLVED** that the proposed **Administrative Fund expenditure budget of \$9,063.75** be adopted.

It was further **RESOLVED** that the proposed **Administrative Fund expenditure budget of \$13,500.000 be approved and charged annually in advance** in accordance with the lot liability on the plan of subdivision and that levies remain at this rate until changed at a future Annual General Meeting. It was noted that the levies have remained the same.

For:	All	Against:	Nil	Abstain:	Nil	Outcome:	Carried
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Interest

The Manager noted that at the AGM held on November 3rd 2010 it was **RESOLVED** that interest at the maximum amount allowed under the Act be charged on all levies that are paid late and/or remain outstanding.

Debt Recovery

The Manager noted that at the AGM held on November 3rd 2010 it was **RESOLVED** that the Owners Corporation is instructed to take legal action in a Magistrates Court to recover amounts owed to the Owners Corporation by Lot Owners that are in excess of \$5,000.00.

12. Recovery of Fees

The Manager noted that at the AGM held on November 3rd 2010 it was **RESOLVED** that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the *Owners Corporation Act 2006* Act No. 69/2006, will be fully recoverable from the indebted lot owner.

This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

13. General business

Peter Lenehan (Suite 1 – Lot 2) sought formal approval to carry out improvement works to the external balcony located and due to take place in the months of December 2018 and January 2019.

The works will include the following:

- a. Removal of existing balustrade & railings & installation of compliant steel balustrade posts powder coated in Colorbond "SurfMist" (similar to light grey) perforated sheet infills and stainless steel top rails.
- b. Concrete resurfacing, grinding for 120 grit, major crack repair; grouting and application of UV stable Vinyl Flake Polyurea in Basalt Antonio Silver.
- c. Supply, fabrication & installation of new Z flashing (compression flashing) to the external side of balcony. Supply & install new Zinalume guttering & downpipe to the external side of balcony, to match existing downpipes. Gutter clips and stop ends.

All relevant permits for the proposed improvements have been obtained & all works will be undertaken at Lot 2 cost.

It was **RESOLVED** by the owners present that they had no concerns and that approval be granted to carry out improvement works to the external balcony.

For:	All	Against:	Nil	Abstain:	Nil	Outcome:	Carried
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14. Close

There being no other business to discuss, the meeting was declared closed at 5.35 pm with the chairperson thanking all who attended.



02nd December 2018

Printed: 4 December 2018

CHAIRPERSON

DATE

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
 - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
 - a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

- a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



ACE BODY CORPORATE MANAGEMENT

PROFESSIONAL PERSONAL SERVICE

OWNER INFORMATION SHEET

OWNERS CORPORATION STRATA PLAN NO. _____

OWNERS CORPORATION ADDRESS _____

Re: UNIT NO. _____

ACCESSORY UNIT NO. _____

In order to bring our records up to date, for any EMERGENCIES that may arise and particularly if you have not recently provided this information, would you please complete and return this form promptly.

Full name of owner/s **on Title:**

Mr/Mrs/Ms/Miss _____

Mr/Mrs/Ms/Miss _____

Residential Address: _____

Email Address: _____

Telephone No. Business: _____

Private: _____

Mobile: _____

Do you have an Agent? Yes No (If Yes, please complete below)

Name & Address of Agent: _____

Telephone No of Agent: _____

Address for service of

Invoices, Correspondence etc: _____

Signature: _____ Date: _____

NOTE: Please remember that personal contents or landlord's insurance cover is required separate to Owners Corporation building insurance, to cover your unit/flat contents and liability cover within your unit and your private property.

Owners Corporation Proxy Form

Schedule 1, Regulation 6, Owners Corporations Regulations 2007

OC 9 (12/07)

Under regulation 6 of the Owners Corporations Regulations 2007, I/We

Name(s) of Lot Owners

Of (address)

Being the owner(s) of lot(s)

Lot number(s)

Authorise

Name of person

Of (address)

As my/our proxy:

A. to attend, speak and vote in person on my/our behalf until (insert date until which proxy authorisation will be valid, up to a maximum period of 12 months)

OR

to attend, speak and vote in person on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)

OR

to attend, speak and vote in person on my/our behalf at the annual or special general meeting of the owners corporation to be held on (insert date)

OR

to vote for me/us and on my/our behalf at the ballot having a closing date of (insert date)

OR

I/We direct the proxy to vote in relation to the following resolutions or matters as follows (If relevant, set out specific instructions to your proxy concerning how to vote in relation to particular resolutions or matters)

B. To represent me/us on the committee of the Owners Corporation

Signed by (member(s) giving proxy)

Printed name(s)

Date

Information about Proxies

This page is for information only and not part of the prescribed form.

Lot Owners can appoint a trusted person as their representative at meetings, to vote in ballots or represent them on the committee. This person is your “proxy.

To authorise a proxy you must use the prescribed form and deliver it to the owners corporation secretary. If appointing a Power of Attorney as a proxy, you should attach a copy of the Power of Attorney.

Proxies automatically lapse 12 months after the form is delivered to the secretary, unless an earlier date is specified.

Proxies must act honestly and in good faith and exercise due care and diligence.

Proxies cannot transfer the proxy to another person.

A Lot Owner can revoke the authorisation at any time and choose to vote on a certain issue or attend a meeting.

It is illegal for someone to coerce a Lot Owner into making another person their proxy.

Owners Corporations must keep the copy of the Proxy authorisation for 12 months.

SCHEDULE 2

Form 2

Reg. 12

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation.

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

***IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.***

PART A

Deed of Commercial Lease Summary and Terms and Conditions

Lessor:	Nicole Leah McIntosh and Shane Adam McIntosh of 47 Upper Skene Street, Newtown, VIC 3220
Lessee:	I.T. how to Pty Ltd of c/- LENEHAN & ASSOCIATES PTY LTD, 'First Floor' Suite 1, 165 High Street, BELMONT VIC 3216
Guarantor:	Shane Adam McIntosh of 47 Upper Skene Street, Newtown, VIC 3220
Property:	<i>Street address</i> Level 1, Suite 3, 165 High Street, Belmont
	<i>Nature of property</i> Office
	<i>Additional area Parking/storage</i>

1. Summary

(a) **Term** (clause 1)

5 Years commencing 01/07/2018 expiring 30/06/2023.

(b) **Further term** (clause 1)

5 Years and a further term of 5 Years

(a) **Rent** (clause 2)

(i) \$39,000.00 per annum by weekly instalments of \$ 750.00.

Note: clause 2 specifies payment dates and provides for pro rata adjustment of first and last instalments.

(ii) GST is included in the rent.

(b) **Rent reviews (clause 2)**

Rent reviews	Melbourne all groups CPI	Market	Percentage
1 st anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
2 nd anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
3 rd anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
4 th anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
5 th anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
6 th anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
7 th anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
8 th anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%

(c) **Outgoings (clause 2)**

(i) **Outgoings**

- (1) Council rates;
 - (2) Water rates;
 - (3) Land tax calculated as if the lessor owned no other land other than the premises;
 - (4) Building insurance;
 - (5) Strata administrative fund and capital works fund;
 - (6) The lessor's public liability insurance;
- net of any GST payable by the lessor.

(ii) **Lessee's share and payment of outgoings**

100%;

Note: clause 2 makes provisions in relation to utilities in addition to outgoings.

(d) **Bond (Clause 2)**

Nil.

(e) **Interest rate (Clause 2)**

9%.

(f) **Permitted use (Clause 3)**

Office use.

(g) **Insurance (clause 6)**

Minimum public liability insurance: \$20 Million.

Plate glass:

2. Alterations or additions to Part B

- (a) 4(a) is struck out and replaced with – The lessee may sublet the premise, but may not assign, part with possession or otherwise deal with the premises without the prior written consent of the lessor.
- (b) 10(e) is struck out and replaced with - The lessee is permitted to place signs, advertisement, name or notice on any part of the premises or any property of which the premises but if necessary without the prior consent of any relevant competent authority.
- (c) The alterations and additions that are not included in any renewal: Nil.

Part B

Deed of Commercial Lease Terms and Conditions

Alterations to these Terms and Conditions are made in the Lease Summary.
These Terms and Conditions remain in their copyright form without alteration.

2018 edition

Lessor:	Nicole Leah McIntosh and Shane Adam McIntosh of 47 Upper Skene Street, Newtown, VIC 3220
Lessee:	I.T. how to Pty Ltd of PO Box 526, GEELONG VIC 3220

Contents

Clause	Description
1	Grant, renewal and holding over
2	All agreements relating to money
3	Use
4	Assignment and subletting
5	Maintenance, repairs, alterations and additions
6	Insurance and indemnity

Clause	Description
7	Damage
8	Guarantee
9	Default and termination
10	General agreements
	Execution page

1. Grant, renewal and holding over

- (d) The lessor grants to the lessee a lease of the premises for the term.
- (e) If the lease specifies one or more renewal terms and the lessee gives to the lessor notice in writing not more than six months and not less than three months prior to the terminating date then, provided at the date of the exercise of this option and at the terminating date the lessee is not in breach of this lease, the lessor shall grant to the lessee a lease of the premises for the further period commencing on the terminating date of the previous term on the same terms as this lease but with one less renewal period.

- (f) If the rent payable on renewal of this lease is to be determined by a review to market and the lessee has, not more than nine months and not less than six months prior to the terminating date, notified the lessor in writing that the lessee requires the lessor appoint an independent expert to determine the market rent and such determination has not been made by 21 days prior to the last day for the lessee to exercise the renewal option, that date is extended until 21 days after the lessee receives such determination.
- (g) Should the lessee continue to occupy the premises after the terminating date otherwise than pursuant to a renewed lease then this lease shall continue on a month to month basis

and may be terminated by either party giving to the other, at any time, one month notice in writing.

2. All agreements relating to money

(a) Rent

- (i) With the exception of the first and last rent instalments, the lessee shall pay the rent to the lessor on the first day of each calendar month.
- (ii) The amount of the first rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the commencement date until the end of the first calendar month in the term.
- (iii) The amount of the last rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the beginning of the last month of this lease until the date this lease ends.
- (iv) The lessee shall pay all rent instalments in advance, without deduction of any kind, at the lessor's address for service or such other address or by such other method as the lessor may from time to time reasonably direct in writing.

(b) Rent review

- (i) The rent shall be reviewed in the manner specified in the summary on each anniversary of the commencement date until this lease ends.
- (ii) If the summary specifies a rent review for an anniversary against the Melbourne All Groups CPI the rent shall be increased by the same percentage as the percentage increase in such index for the four quarters last ended before the relevant anniversary. Provided that should at any time the CPI cease to be published then the lessor and lessee agree to replace the CPI with such other index as shall be published to replace the CPI and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Melbourne.

(iii) If the summary specifies a rent review to market for an anniversary then:

- (1) The lessor and the lessee must prior to the review date, jointly instruct and pay an independent expert to determine the market rent as at the review date and to provide a written report with reasons.
- (2) If the lessee so requests in writing no sooner than 12 months prior to the review date the date by which the lessor and the lessee must instruct the independent expert is one month after that request.
- (3) In the event the lessor and the lessee fail to agree on the independent expert to be instructed, either party may approach the President of the Victorian Division of the Australian Institute of Valuers to appoint the independent expert.
- (4) The independent expert's determination shall be final and binding.
- (5) If the independent expert's rent determination is less than the rent payable immediately before the review then the rent shall not change.
- (6) In determining the current market rent, the independent expert must take into account the terms of the lease, including the term and permitted use and must assume the parties are willing, prudent and acting without compulsion.
- (7) The independent expert must not take into account the value of any goodwill created by the lessee's occupation or the value of the lessee's fixtures and fittings.
- (8) The lessor must provide the independent expert with such information as the independent expert reasonably requires.

(c) Outgoings

- (i) The lessee must reimburse the lessor for the outgoings specified in the summary.
- (ii) If the summary specifies the lessee is to reimburse the lessor in arrears, the lessor

shall first pay all outgoings as and when they fall due and provide evidence of the outgoings and payment to the lessee. The lessee must reimburse the lessor on the first day of each calendar month, for all outgoings paid by the lessor and not previously reimbursed by the lessee.

(iii) If the summary specifies outgoings shall be paid by the lessee in advance pursuant to the lessor's budget, the following provisions apply:

- (1) The lessor must provide to the lessee prior to the commencement date and prior to each anniversary, a budget for outgoings that reasonably reflects the anticipated forthcoming annual outgoings for the premises.
- (2) The lessee shall pay the budgeted outgoings to the lessor by equal monthly instalments on the first day of each month.
- (3) At the end of each year an account shall be taken of the actual outgoings and if different from the budgeted outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess will be refunded to the lessee.

(d) Other expenditure

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

(e) Bond or bank guarantee

- (i) The lessee must provide to the lessor either a cash bond or bank guarantee for the amount specified in the summary as security for the lessee's obligations under this lease.
- (ii) A bank guarantee shall be in favour of the lessor, not have a termination date, shall be expressed to be security for the performance by the lessee of its obligations under the lease and otherwise be in a form acceptable to the lessor.
- (iii) Within one month of each rent review, the lessee must provide to the lessor an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed

rent as the commencing bond or guarantee bears to the commencing rent.

(iv) When this lease ends, the lessor must immediately refund any bond paid by the lessee after deduction of all amounts required to rectify all breaches of the lease by the lessee.

(v) A breach of covenant by the lessee shall entitle the lessor to call upon the guarantee for the cost of rectifying the breach.

(f) Goods and services tax (GST)

The lessor shall provide the lessee with a tax invoice for any taxable supply made to the lessee. The lessee shall pay the GST in addition to the cost of the supply.

(g) Interest on overdue money

If a payment under this lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate specified in the summary, calculated daily from the day following the day the payment was due until the day the payment is made.

(h) Legal costs

The lessee shall pay the lessor's reasonable legal costs and disbursements of and incidental to:

- (i) The negotiation, preparation and registration of this lease;
- (ii) The assignment of this lease including costs incurred in the assessment of the suitability of any proposed assignee (whether or not the proposed assignee is approved by the lessor) and the negotiation and preparation of an assignment of lease, or a new lease to the proposed assignee; and
- (iii) Any breach of this lease by the lessee or the guarantor.

3. Use

- (a) The lessee warrants that in entering into this lease, it has relied entirely on its own enquiries in relation to the state of repair and suitability of the premises for the lessee's intended use and acknowledges that to the extent the lessor has made representations about the state of

repair or suitability of the premises for the lessee's intended use, the lessee did not in any way rely on those representations when entering into this lease.

- (b) The lessee shall not use the premises otherwise than for the purpose specified in the summary.
- (c) The lessee shall comply with all requirements of law in relation to its use of the premises.
- (d) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the premises or any property of which the premises may be part.
- (e) The lessee shall not store or use an inflammable or dangerous substance upon the premises or any property of which the premises may be part unless a normal incident of the permitted use.
- (f) The lessee shall not do or permit to be done on the premises or in any property of which the premises may be part anything which in the opinion of the lessor may become a nuisance, disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of any property of which the premises may be part or use the premises in any noisy, noxious or offensive manner.
- (g) The lessee shall not obstruct or interfere with any of the entrances or common areas of any property of which the premises may be part.
- (h) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager, secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (i) The lessee shall secure the premises against unauthorised entry at all times when the premises are left unoccupied and the lessor reserves the right by its servants and agents to enter upon the premises and secure the premises if the premises are left unsecured.

4. Assignment and subletting

- ~~(a) The lessee shall not assign, sublet, part with possession or otherwise deal with the premises without the prior written consent of the lessor.~~

- (b) If there is a guarantor of this lease (other than a bank under a limited bank guarantee) or if the proposed assignee is a corporation, the lessee acknowledges that if the lessor consents to assignment of the lease such consent will be subject to a condition that the assignee provide a guarantor with financial resources that are not inferior to those of the lessee and the guarantor combined.
- (c) The lessor may withhold consent to assignment of this lease if:
 - (i) The lessee is in breach of the lease at the time the lessor's consent is sought.
 - (ii) The proposed assignee has business experience that is inferior to the experience of the lessee.
 - (iii) The proposed assignee has financial resources that are inferior to the financial resources of the lessee.
- (d) In the event of the lessee being a company, then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor in accordance with this provision.

5. Maintenance, repairs, alterations and additions

- (a) The lessee shall keep the interior of the premises and all fixtures and fittings in a state of good repair having regard to their condition at the commencement of the lease. Fair wear and tear and damage caused by fire, flood, storm or tempest is excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee, its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the premises shall be maintained and serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.
- (b) The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee 2 days previous notice, enter the premises and view the state of repair and may serve upon

the lessee at the premises a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing the lessor may at any time enter the premises and carry out the required repairs.

- (c) After each 3 years of the term the lessee shall repaint and redecorate such part of the interior of the premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the premises and all non-operative light fittings and shall regularly clean the premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all air conditioning, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of premises by the lessee, including fair wear and tear.
- (f) The lessee shall comply with all statutory requirements affecting the premises and will comply with any notices or orders which may be given by any authority in respect of the use of the premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's use or occupation of the premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the premises in a clean, clear and operative condition and shall regularly clean and service any grease traps provided for the use of the premises.
- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are necessary to comply with such provisions and may recover from the lessee the costs of so doing.

6. Insurance and indemnity

- (a) The lessee shall keep current at all times during the currency of this lease:
 - (i) A public liability insurance policy, noting the interest of the lessor, for the premises

and the business for an amount of not less than the amount specified in the summary;

- (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee; and
 - (iii) An insurance policy in the name of the lessee, noting the interest of the lessor, for the replacement value of all glass in or enclosing the premises.
- (b) The lessee indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the premises.
 - (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of Fire Rescue Victoria and the requirements of any other relevant statute or regulation.
 - (d) In the event that the lessee does, or omits to do, anything whereby the premiums of any insurance effected by the lessor are increased, then the lessee shall pay such increase in insurance to the lessor.

7. Damage

- (a) If a substantial part of the premises is damaged to an extent that the premises are unfit for the approved use then the rent shall abate and this lease, if the lessor so elects and of its election in writing notifies the lessee within 1 month of the destruction or damage, be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of 3 months from such occurrence commence to restore the premises the lessee may by notice in writing to the lessor terminate this lease.
- (b) In the event that the premises or any part thereof shall at any time during the continuance of the lease be damaged, so as to render part of the same unfit for occupation and use by the lessee, then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the premises shall have been rebuilt or made fit for the occupation and use of the lessee.

- (c) In the event of the occurrences referred to above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee or its servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate, then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act 2011.

8. Guarantee

In consideration of the lessor, at the request of the guarantor, entering into this lease, the guarantor agrees with the lessor:

- (a) That it is jointly and severally liable to the lessor for the due payment of all money under this lease and the due performance of all obligations of the lessee under this lease;
- (b) That it will remain liable to the lessor notwithstanding:
 - (i) The lessor may not have exercised all or any of its rights under the lease; or
 - (ii) The lessor may not have made prior demand upon the lessee; or
 - (iii) The lessor may have granted time or other indulgence to the lessee; or
 - (iv) The death or insolvency of the lessee;
- (c) That its liability will not in any way be conditional upon the validity or enforceability of the lessee's obligations in this lease and will continue until all money has been paid and all obligations have been satisfied; and
- (d) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease.

9. Default and termination

- (a) If the lessee is in breach of an obligation under this lease, the lessor may serve on the lessee a notice to remedy the default. Such notice must:
 - (i) Specify the breach; and

- (ii) Specify the steps required of the lessee to rectify the breach; and
- (iii) Give the lessee a reasonable time to rectify the breach, but such time need not exceed 30 days.

- (b) If the lessor has complied with the previous subclause and the lessee has not remedied the breach to the reasonable satisfaction of the lessor, the lessor may terminate this lease by giving the lessee 14 days written notice.
- (c) The lessee shall on or before the termination date remove its fixtures, fittings and goods from the premises, failing which, such fixtures, fittings and goods as have not been removed shall be forfeited to the lessor and shall become the property of the lessor.
- (d) Should the lessor become entitled to terminate this lease and take possession of the premises the lessee irrevocably appoints the lessor as the lessee's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to such of the lessee's fixtures, fittings and chattels as shall become the property of the lessor.

10. General agreements

(a) Quiet enjoyment

The lessee may have the quiet enjoyment and use of the premises without interference by the lessor.

(b) Alterations

The lessee shall not affect any alterations or additions to the premises without the written consent of the lessor.

(c) Remove fixtures

When this lease ends, the lessee shall remove its fixtures, fittings and goods and make good any damage to the premises or any property of which the premises may be part caused by such removal and in the event such fixtures, fittings and goods have not been removed by the lessee within 7 days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

(d) **Hours**

The lessee shall not occupy or permit the premises to be occupied or used outside the hours as are from time to time stipulated by law.

(e) **Signage**

~~The lessee is permitted to place signs, advertisement, name or notice on any part of the premises or any property of which the premises but if necessary without the prior consent of any relevant competent authority.~~

(f) **Infrastructure repair by lessor**

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

(g) **Prospective tenants or purchasers**

The lessee shall at all reasonable times permit the lessor to show the premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

(h) **Service**

Any notices or documents required to be served under this lease may be left at the address of the lessor or lessee shown on the first page of Part A unless otherwise notified by either party in writing.

(i) **Strata**

In the event of the lessor wishing to effect a strata subdivision of any property of which the premises may be part then the lessor may carry out such works as are required by the responsible authorities provided that in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

(j) **Severance**

The lessor and lessee agree that any provision of this lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach is voidable, unenforceable or invalid, then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

(k) **Use of common property**

The lessee shall have the right, in common with other lessees of other parts of the property of which the premises form part, to use the common property in and about the premises in accordance with the rules which may be made from time to time by the lessor, an owners' corporation or manager for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within any property of which the premises may be part.

EXECUTION PAGE

EXECUTED AS A DEED

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

L.M. Goosey
Signature of witness

N. McIntosh
Signature

LYNDA . M. GOOSEY
Print name of witness

EXECUTED BY I.T. HOW TO PTY LTD (ACN 152 739 074))
)

Shane Adam McIntosh
Director

Name: Shane Adam McIntosh

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

L.M. Goosey
Signature of witness

Shane Adam McIntosh
Signature

LYNDA . M. GOOSEY
Print name of witness