

Contract of Sale of Land

Property address: Unit 1 49 Upper Skene Street NEWTOWN VIC 3220

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

The terms of this contract are contained in the:

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

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, Sale of Land Act 1962

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

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

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

Exceptions

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

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

Notice to purchasers of property “off-the-plan”

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

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

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

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

Section 10F, Sale of Land Act 1962

If the period prescribed for the registration of the subdivision expires and the vendor intends to end this contract:

- (a) The vendor is required to give notice of a proposed rescission of the contract under the sunset clause;
- (b) The purchaser has the right to consent to the proposed rescission but is not obliged to consent;
- (c) The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract;
- (d) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

Signing of this contract

Warning: this is a legally binding contract. 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. In this contract, “section 32 statement” means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*; 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 dd/mm/yyyy	
Print name(s) of person(s) 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 clear business days if none specified).

Signed by the vendor	
on dd/mm/yyyy	
Print name(s) of person(s) signing	
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.

Particulars of sale

Vendor's estate agent

Name:	Real Estate Geelong
Address:	52 North Valley Road HIGHTON VIC 3216
Telephone:	
Ref:	Wes Thornton
Email:	wes@realestate-geelong.com.au

Vendor

Name(s):	Nicole Leah McIntosh
Address:	47 Upper Skene Street NEWTOWN VIC 3220

Vendor's legal practitioner

Name:	Bay City Legal Property Law
Address:	13 Star Street Geelong
Telephone:	03 5221 9805
Email:	nick@baycitylegal.com.au

Purchaser

Name(s):	
Address:	
Telephone:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:	
Address:	
Telephone:	
Email:	

Land (general conditions 6 and 12)

The land is described in the copy title(s) and plan(s) as attached to the Vendor's Statement.

The land includes all improvements and fixtures.

Property address The address of the land	Unit 1 49 Upper Skene Street NEWTOWN VIC 3220
Goods sold with the land General condition 5.2(f). List or attach schedule.	All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment

Price	
Deposit	
by dd/mm/yyyy	
(of which [amount] has been paid)	
Balance payable at settlement	

GST (general condition 18)

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:	Not applicable
If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box	Not applicable

Settlement (general condition 16 and 25.2)

Is due on:
dd/mm/yyyy

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Lease (general condition 4.1)

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

Subject to lease

in which case refer to general condition 4.1. If '**subject to lease**' then particulars of the lease are:
As attached

Terms contract (general condition 29)

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

Not applicable

Special conditions

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

SPECIAL CONDITIONS

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

Special Condition 1 - Auction

This condition applies only if the property is sold by way of auction.

The property is offered for sale by auction, subject to the vendor's reserve price. The Rules of the conduct of the auction will be as set out in the **Sale of Land (Public Auctions) Regulations 2014**, or any rules prescribed by regulation which modify or replace those Rules.

Special Condition 2 - Certain General Conditions Excluded or Varied

- (a) General Conditions 11 and 30.4 to 30.6 inclusive do not apply to this contract.
- (b) The words "80% of the sale price" in General Condition 13.3(a)(ii) are replaced with the words "the Balance set out in the particulars of sale".
- (c) Sub-clause 33.3 is added:
"33.3 If a default notice is served, the default shall be deemed remedied only when the provisions of sub-clause 33(b)(i) and 33(b)(ii) have each been satisfied."
- (d) General Conditions 13.7 (a) and (c) shall apply only if the vendor has an Estate Agent specified in the particulars of sale.
- (e) The numeral 14 where it appears in General Condition sub clause 20.2 and General Condition sub clause 21.2 is replaced with the numeral 7.

Special Condition 3 - Guarantee

- (a) If the purchaser or any nominee 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 or nomination;
- (b) If any director of the corporation does not sign the attached guarantee at the time of signing by of this contract or nomination 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.

Contract of Sale of Land - General Conditions

Contract Signing

1. 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.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

Title

4. ENCUMBRANCES

4.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations, exceptions and conditions in the crown grant; and
- (c) any lease or tenancy referred to in the particulars of sale.

4.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

5. VENDOR WARRANTIES

5.1 The warranties in general conditions 5.2 and 5.3 replace the purchaser's right to make requisitions and inquiries.

5.2 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.

5.3 The vendor further warrants that the vendor has no knowledge of any of the following:

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

5.4 The warranties in general conditions 5.2 and 5.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

5.5 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.

5.6 Words and phrases used in general condition 5.5 which are defined in the *Building Act* 1993 have the same meaning in general condition 5.5.

6. IDENTITY OF THE LAND

- 6.1 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.
- 6.2 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.

7. SERVICES

- 7.1 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.
- 7.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

8. CONSENTS

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

9. TRANSFER & DUTY

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

10. RELEASE OF SECURITY INTEREST

- 10.1 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.
- 10.2 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 10.4, 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.
- 10.3 If the purchaser is given the details of the vendor's date of birth under general condition 10.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 10.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 10.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 10.5 Subject to general condition 10.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or

- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 10.6 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 10.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 10.7 A release for the purposes of general condition 10.4(a) must be in writing.
- 10.8 A release for the purposes of general condition 10.4(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.
- 10.9 If the purchaser receives a release under general condition 10.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 10.10 In addition to ensuring that a release is received under general condition 10.4(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.
- 10.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 10.12 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 10.11.
- 10.13 If settlement is delayed under general condition 10.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 10.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 10.14 applies despite general condition 10.1.
- 10.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 10 unless the context requires otherwise.

11. 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.

12. GENERAL LAW LAND

- 12.1 This condition only applies if any part of the land is not under the operation of the Transfer of Land Act 1958.
- 12.2 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.
- 12.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 12.4 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

- 12.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 12.6 If the contract ends in accordance with general condition 12.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 12.7 General condition 16.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

13. DEPOSIT

- 13.1 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.
- 13.2 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.
- 13.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 23 and 24 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 13.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 13.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 13.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 13.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 13.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 13.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

14. DEPOSIT BOND

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

14.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

14.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

14.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

14.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

14.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 14.5 to the extent of the payment.

14.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 14.6.

14.8 This general condition is subject to general condition 13.2 [deposit].

15. BANK GUARANTEE

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

15.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

15.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

15.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 34.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 15.4.

15.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 15.4 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 13.2 [deposit].

16. SETTLEMENT

16.1 At settlement:

- (a) the purchaser must pay the balance; and

- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 16.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 16.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

17. ELECTRONIC SETTLEMENT

- 17.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 17 has priority over any other provision of this contract to the extent of any inconsistency.
- 17.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 17 ceases to apply from when such a notice is given.
- 17.3 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.
- 17.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 17.5 This general condition 17.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 17.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
 - (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 17.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 17.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 17.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 17.8 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.
- 17.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold 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 lodgment network operator of settlement.

18. GST

- 18.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 18.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 18.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 18.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 18.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 18.6 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.
- 18.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

19. LOAN

- 19.1 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.
- 19.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 19.3 All money must be immediately refunded to the purchaser if the contract is ended.

20. BUILDING REPORT

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

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

21. PEST REPORT

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

22. ADJUSTMENTS

- 22.1 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.
- 22.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 22.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 22, if requested by the vendor.

23. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 23.1 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.
- 23.2 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.
- 23.3 The remaining provisions of this general condition 27 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 The representative is taken to have complied with the requirements of general condition 23.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 23.8 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.
- 23.9 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.
- 23.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

24. GST WITHHOLDING

- 24.1 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.
- 24.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 24.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 24.4 The remaining provisions of this general condition 21 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 21 is to be taken as relieving the vendor from compliance with section 14-255.
- 24.5 The amount is to be deducted from the vendor’s entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.7 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.8 The representative is taken to have complied with the requirements of general condition 24.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 24.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 24.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser’s obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 24.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 24.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 24.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

25. TIME & CO OPERATION

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

26. SERVICE

- 26.1 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.
- 26.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 19 [loan approval], 20 [building report] or 21 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 26.3 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.
- 26.4 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*.
- 26.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

27. NOTICES

- 27.1 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.
- 27.2 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.
- 27.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

28. 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.

29. TERMS CONTRACT

- 29.1 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.
- 29.2 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.

30. LOSS OR DAMAGE BEFORE SETTLEMENT

- 30.1 The vendor carries the risk of loss or damage to the property until settlement.
- 30.2 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.
- 30.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 30.2, but may claim compensation from the vendor after settlement.
- 30.4 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 30.2 at settlement.
- 30.5 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.
- 30.6 The stakeholder must pay the amounts referred to in general condition 30.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

31. 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

32. INTEREST

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

33. DEFAULT NOTICE

- 33.1 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.
- 33.2 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.

34. DEFAULT NOT REMEDIED

- 34.1 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.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of			ACN

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

BAY CITY LEGAL

Property Law Our Reference: Nick Spanninga

NOTIFICATION PURSUANT TO THE TAX ADMINISTRATION ACT 1953 ("Notification")

This Notification is pursuant to Section 14-250 of Schedule 1 of the *Tax Administration Act 1953* ("TAA") and its terms are provisions of the attached contract. This information is provided solely for the purpose of complying with the withholding provisions required by the TAA.

You are not required to withhold and direct funds to the Commission of Taxation at settlement of the sale of this property because:

The supply is not a supply of "New Residential Premises / Potential Residential Land" as defined by Section 40-75 of the A New Tax System (Goods & Services Tax) Act 1999 and further refined by Section 14-250(2) of the TAA.

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: Nicole Leah McIntosh
PROPERTY: Unit 1 49 Upper Skene Street NEWTOWN

DATE OF THIS STATEMENT: the day of

Signature of the vendor:

.....
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**

Unit 1 49 Upper Skene Street NEWTOWN

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) are as set out in the attached copies of title documents and encumbrance certificate.

There is no failure to comply with their terms to the vendors knowledge.

PLANNING

Information concerning any Planning Scheme applying to the land is contained in the attached Property Report.

BUILDING APPROVALS

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

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

Electricity	
Gas	
Water	
Sewerage	
Telephone	NO

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 other than Owners Corporation fees otherwise detailed herein are contained in the attached certificates.

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

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.

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 8988 Folio 495

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

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

VOLUME 08988 FOLIO 495

Security no : 124091125928G
Produced 13/07/2021 09:08 AM

LAND DESCRIPTION

Lot 1 on Registered Plan of Strata Subdivision 003851.
PARENT TITLE Volume 03608 Folio 569
Created by instrument E943190 20/08/1973

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NICOLE LEAH MCINTOSH of 47 UPPER SKENE STREET NEWTOWN VIC 3220
AR982110T 05/03/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT679720N 09/10/2020
PERPETUAL TRUSTEE COMPANY 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 RP003851 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: UNIT 1 49 UPPER SKENE STREET NEWTOWN (GEELONG) VIC 3220

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 09/10/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP003851

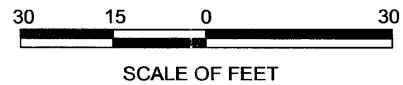
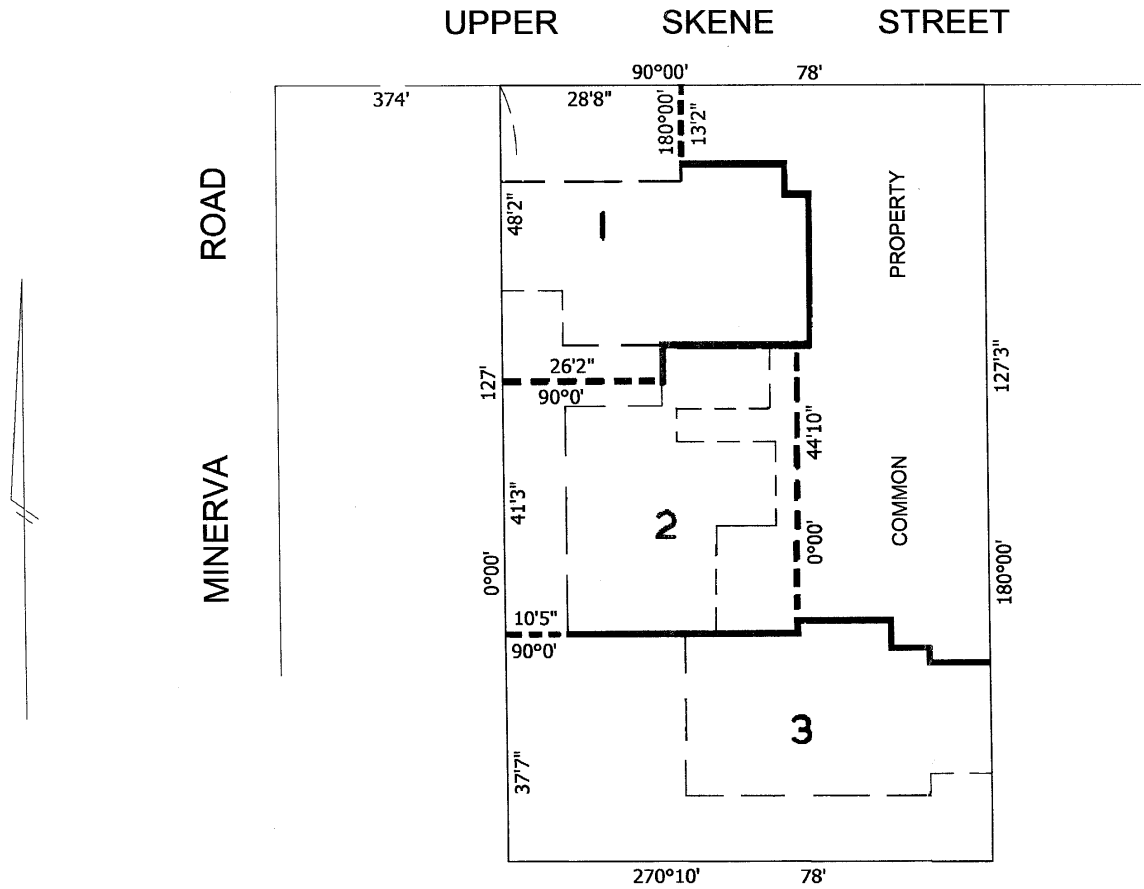
DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 13/07/2021, for Order Number 69178271. Your reference: mcintosh 21-1024.

PLAN OF STRATA SUBDIVISION			EDITION 1	RP003851	
LOCATION OF LAND PARISH: MOORPANYAL TOWNSHIP: - SECTION: 10 CROWN ALLOTMENT: 4 (PART) CROWN PORTION: - TITLE REFERENCE: VOL. 3608 FOL. 569 LAST PLAN REFERENCE: - DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 49 UPPER SKENE STREET, NEWTOWN 3220			FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT SURVEYOR'S CERTIFICATE Surveyor: ROBERT LLOYD GRANT Certification Date: 11/06/1973 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF NEWTOWN on 08/08/1973 REGISTERED DATE: 20/08/1973 PLAN UPDATED BY REGISTRAR IN AN661031Q 20 / 06 / 2018		
LEGEND THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1, 2 & 3 IS A SINGLE STOREY BUILDING. THE UPPER BOUNDARY OF LOTS 1, 2 & 3 IS TWENTY FIVE FEET ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT. THE LOWER BOUNDARY OF THESE LOTS IS FIVE FEET BELOW THAT PART OF THE SITE. NO LOT IS AN ACCESSORY LOT. COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS. BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES. ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE. <u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u> MEDIAN: ALL BOUNDARIES					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

PLAN OF STRATA SUBDIVISION

RP003851





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 13/07/2021 09:09:33 AM

OWNERS CORPORATION
PLAN NO. RP003851

The land in RP003851 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BODY CORPORATE STRATA GROUP 123 CHURCH STREET HAWTHORN VIC 3122

AS661386G 30/10/2019

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 1	34	34
Lot 2	33	33
Lot 3	33	33
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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/07/2021 09:09:33 AM

OWNERS CORPORATION
PLAN NO. RP003851

Statement End.

CITY OF GREATER GEELONG

PO Box 104,
Geelong VIC 3220
DX 22063 Geelong

P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au

**LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **13-Jul-2021**

Certificate No: **183871**

Applicants Ref:

69178271:105075462:146418

Assessment Number: 1301

Property Address: **1/49 Upper Skene Street, NEWTOWN VIC 3220**

Property Description: **184.7m2 Lot 1 RP 3851**

Ratepayer as per

Council Records: **N L McIntosh**

Applicant:

**Anstat Pty Ltd
DX 332
MELBOURNE**

Operative Valuation Date:	01-Jul-2021
Level of Valuation Date:	01-Jan-2021
Capital Improved Value:	360,000
Site Value:	330,000
Net Annual Value:	18,000

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other Flooding Information or Service Easements. Information regarding these matters may be available from the Council or the relevant Authority. A fee may be charged for such information.

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The current rating year is for the period **01/07/2021 to 30/06/2022**. Lump sum payment - due by **15/02/2022** or by instalment **30/09/2021, 30/11/2021, 28/02/2022 and 31/05/2022**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement will be refunded to the payee.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **11-Oct-2021**) and within the current financial year.

The Local Government Act 2020 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.

Notices can be emailed to: transfers@geelongcity.vic.gov.au

CITY OF GREATER GEELONG
LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 221 of the
Local Government Act 2020

Date of Issue: **13-Jul-2021**

eService

Certificate No: **183871**

Property Address: **1/49 Upper Skene Street, NEWTOWN VIC 3220**


Assessment Number: **1301.1**

<u>Rate, Charges & Other Monies</u>		<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	823.95
	State Government Levies	135.20
	Waste Management	396.35
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	0.00
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	0.00
	Overpayment	0.00
All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.		
Total Due:		1,355.50

General Notes: Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

Condition:

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



Authorised Officer



Bill Code: 17475
Reference: 100000013011

Payment via internet or phone banking,
from your cheque or savings account.

Your Ref: 69178271:105075462:146418

Page 2 of 2

Standard Property
Sec 221 LGA

Information Statement Part A

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part B)*

INSTALLATION NUMBER: 11817821 **APPLICATION NUMBER:** 354870 **DATE:** 13/07/2021
PROPERTY ADDRESS: UNIT 1/49 UPPER SKENE ST, NEWTOWN, VIC 3220
YOUR REFERENCE: mcintosh 21-1024
OWNER: N L McIntosh
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/07/2021 to 30/09/2021. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

	Value	GST	Price
Sewerage Service Charge	140.63	0.00	140.63
Water Service Charge	34.33	0.00	34.33
Total Service Charge	\$ 174.96	0.00	174.96

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

Charges Due & Payable

	Value	GST	Price
Sewerage Service Charge	140.63	0.00	140.63
Water Service Charge	34.33	0.00	34.33
Water Volume charged to tenant	0.00	0.00	0.00
TOTAL DUE	\$ 174.96	0.00	174.96

Important Information

Account Not Yet Issued For Service And Volume Charges.

Our records show that a tenant is currently residing at this property, and responsible to pay the water volume charge. To assist in ensuring that accounts are issued correctly, would you please complete the attached letter, and return to us at your earliest convenience, advising whether that tenant will continue to occupy the property after settlement.

*** PLEASE NOTE: Special Meter Readings may not be required for residential properties that are currently tenanted by a long term tenant, i.e. where the tenant has occupied the property for more than the last three months.**

THE WATER METER WAS LAST READ ON 15/06/2021. AN APPLICATION FOR A SPECIAL METER READING CERTIFICATE WILL BE REQUIRED TO ENSURE ALL VOLUME CHARGES CAN BE ADJUSTED AT TIME OF SETTLEMENT. APPLICATION CAN BE MADE AT www.barwonwater.vic.gov.au UNDER "PROPERTY INQUIRY APPLICATIONS". PLEASE ALLOW 5 WORKING DAYS FOR THE APPLICATION TO BE PROCESSED AND A CERTIFICATE PRODUCED.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

*** PLEASE NOTE:** *Verbal confirmation will not be given after 11/09/2021. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 11/09/2021 and a fee will be payable.*

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

Our Ref: 354870
Your Ref: mcintosh 21-1024

13/07/2021

Barwon Region Water Corporation,
PO Box 659,
GEELONG VIC 3220

Dear Sir/Madam,

Re: 11817821 UNIT 1/49 UPPER SKENE ST, NEWTOWN, VIC 3220

It has been noted from the Information Statement the water volume has been charged to

T EAST

the person recorded as the tenant occupying the abovenamed property and as such is liable for payment. This charge is not the responsibility of the owner of the property.

Please complete the applicable details and email to info@barwonwater.vic.gov.au or call 1300 656 007.

-
1. I wish to advise that the tenant will continue to occupy the property after settlement, and that future water volume accounts should be issued to the tenant.

or

2. I wish to advise that the tenant will not occupy the property after settlement has been finalised.

Date of vacation: _____

Forwarding address: _____

or telephone contact details: _____

or

3. The name of the tenant shown above is not correct, and your records should be amended to show

Name of Tenant: _____

Date of Occupation: _____

Yours faithfully

Date: _____

Information Statement Part B

*In accordance with Section 158 of the Water Act 1989
(Should be Read in Conjunction with Part A)*

13-07-2021

Bay City Conveyancing & Legal Pty Ltd via SAI Global Property
Level 20
535 Bourke Street

Property: UNIT 1/49 UPPER SKENE STREET NEWTOWN 3220 .

I refer to your application received at this office on 13/07/2021. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

Our Ref: EC354870

Your Ref: mcintosh 21-1024

Agent Ref: 69178271:105075464

Yours faithfully.

Manager Customer Centre

Property Clearance Certificate

Taxation Administration Act 1997



BAY CITY CONVEYANCING & LEGAL PTY LTD VIA SAI
GLOBAL PROPERTY
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference: 69178271:105075463

Certificate No: 48186452

Issue Date: 21 JUL 2021

Enquiries: AXH7

Land Address: UNIT 1, 49 UPPER SKENE STREET NEWTOWN VIC 3220

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14810443	1	3851	8988	495	\$200.78

Vendor: NICOLE MCINTOSH

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS NICOLE LEAH MCINTOSH	2021	\$280,000	\$355.12	\$0.00	\$0.00

Comments: Land Tax of \$355.12 has been assessed for 2021, an amount of \$355.12 has been paid.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MS ALISON CLAIRE MARSHALL	2019	\$422.04	\$0.00	\$200.78

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$350,000
--------------------	-----------

SITE VALUE:	\$280,000
-------------	-----------

AMOUNT PAYABLE:	\$200.78
-----------------	----------

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 48186452

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$335.00

Taxable Value = \$280,000

Calculated as \$275 plus (\$280,000 - \$250,000) multiplied by 0.200 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 48186452

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 48186452

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Report from www.land.vic.gov.au on 12 July 2021 10:53 AM

Address: UNIT 1/49 UPPER SKENE STREET NEWTOWN (GEELONG) 3220

Lot and Plan Number: Lot 1 RP3851

Standard Parcel Identifier (SPI): 1\RP3851

Local Government (Council): GREATER GEELONG **Council Property Number:** 205324

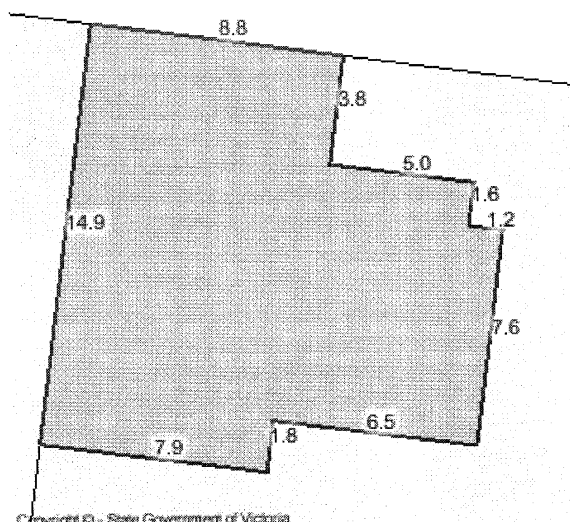
Directory Reference: Melway 451 E3

**This property 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

Site Dimensions

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



Area: 184 sq. m

Perimeter: 60 m

For this property:

— Site boundaries

— Road frontages

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

1 dimension shorter than 1m not displayed

Calculating the area from the dimensions shown may give a different value to the area shown above - which has been calculated using all the dimensions.

For more accurate dimensions get copy of plan at
Title and Property Certificates

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 information continued on next page

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Planning Zone Summary

Planning Zone: NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 2 (NRZ2)

Planning Overlays: DESIGN AND DEVELOPMENT OVERLAY (DDO)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14 (DDO14)
HERITAGE OVERLAY (HO)
HERITAGE OVERLAY SCHEDULE (HO2005)

Planning scheme data last updated on 7 July 2021.

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](#)

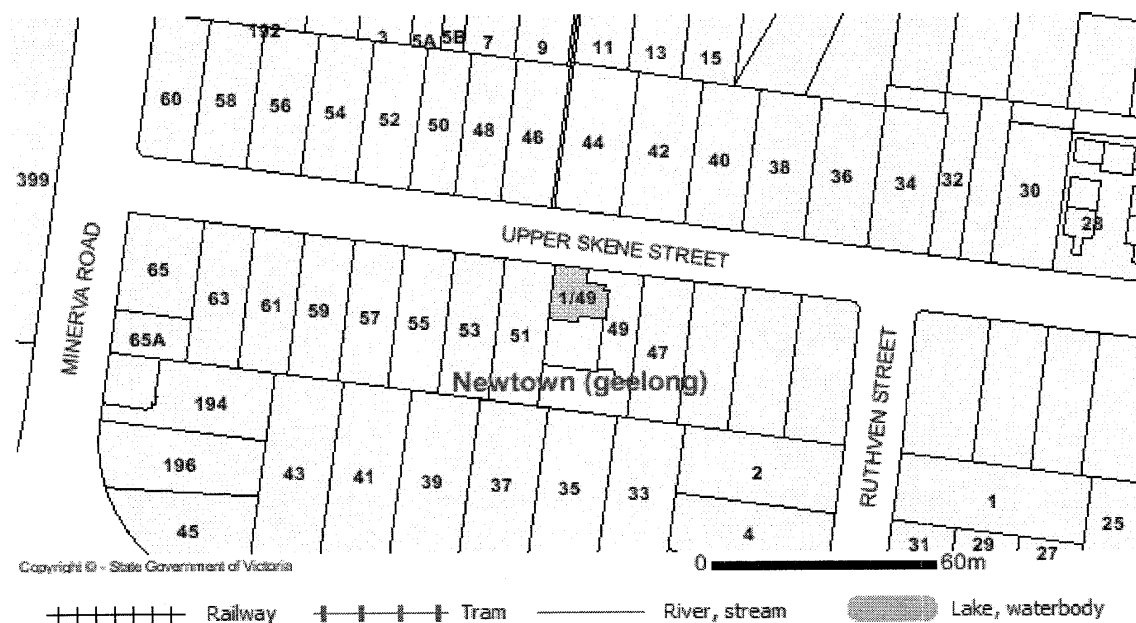
The Planning Property Report includes separate maps of zones and overlays

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

Area Map



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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Bay City Conveyancing & Legal Pty Ltd
via SAI Global Property
LEVEL 20 535 BOURKE STREET, MELBOURNE VIC 3000

Client Reference:

NO PROPOSALS. As at the 13th July 2021, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 1, 49 UPPER SKENE STREET, NEWTOWN (GEE LONG) 3220
CITY OF GREATER GEE LONG

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 13th July 2021

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 51155216 - 51155216105022 '<no reference>'

OC No 3851

49 Upper Skene Street NEWTOWN VIC 3220

Lot 1 (Unit 1)

OWNERS CORPORATION CERTIFICATE

03 7020 6300

ISSUED: 15 July 2021

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2018
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 3851
Registered Address: 49 Upper Skene Street NEWTOWN VIC 3220
Lot Address: As above

Vendor Name: Nicole McIntosh
Reference: Not Available

Purchaser Name:
Contact Details:

This certificate is issued for Lot 1 / Unit 1 on Plan No. 3851

The postal address of which is c/- Body Corporate Strata Group PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 15 July 2021. You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot are \$4157.41 per annum for the year commencing 01 May 2021 paid Annual. (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Contribution Amount
01 May 2021	\$4,157.41

NOTE: The contribution amounts shown may vary slightly due to rounding.

2. The fees are paid up until 16 April 2022. If settlement should occur on or after any due date a further contribution fee will be due and payable plus the top up fee if the budget increases at the AGM.

3. The total of any Unpaid fees is now \$0.00. The total of any Unpaid Special Levy fees is \$0.00.

4. The following adjustment levy has been struck and is payable on the date indicated below:
Nil

5. The following special fees or levies have been struck and are payable on the dates indicated below:
Nil

6. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:
Nil

7. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurer:	Strata Insurance - CHU
Policy Number:	HU0000012408
Sum Insured:	\$1,125,000.00
Premium:	\$2,770.21
Policy Expiry Date:	18 April 2022

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: Residential Strata Insurance
Insured: OC No. 3851
Situation: 49 Upper Skene Street, Newtown VIC 3220
Policy Period 18/04/2021 to 18/04/2022 at 4:00pm
Covering:

Cover Selected	Sum Insured
POLICY 1 INSURED PROPERTY (Building)	1,125,000
Loss of Rent/Temp Accommodation (15%)	168,750
INSURED PROPERTY (Common Area Contents)	11,250
FLOOD	Included
Excess 5 Any event of any kind. \$500	
Excess Unoccupancy \$1,000	
Excess Flood excess \$500	
POLICY 2 LIABILITY TO OTHERS	30,000,000
POLICY 3 VOLUNTARY WORKERS - Refer to Table of Benefits	200,000/2,000
POLICY 4 WORKERS COMPENSATION (ACT, TAS & WA ONLY)	Not selected
POLICY 5 FIDELITY GUARANTEE	250,000
POLICY 6 OFFICE BEARER'S LEGAL LIABILITY	1,000,000
POLICY 7 MACHINERY BREAKDOWN	Not selected
Loss of Rent/Temp Accommodation (20%)	Not selected
POLICY 8 CATASTROPHE INSURANCE (Insured Property)	Not selected
Extended cover – Rent/Temp Accommodation	Not selected
Escalation in Cost of Temp Accommodation	Not selected
Cost of Storage and Evacuation	Not selected
POLICY 9 PART A - Government Audit Costs	25,000
PART B - Appeal expenses - common property health & safety breaches	100,000
PART C - Legal Defence Expenses	50,000
Excess Legal Defence Expenses \$1,000	
POLICY 10 LOT OWNER'S FIXTURES AND IMPROVEMENTS (per lot)	250,000

EXCESSES As per policy wording

**Special Conditions/
Endorsements** Nil

Insurer: Strata Insurance - CHU

Support Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
AFSL LICENCE No: 239545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

8. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:

Nil

9. The total funds held by the Owners Corporation as at 15 July 2021 are:

Admin Fund: \$7,805.63

Maintenance Fund: \$0.00

Total Fund Held: \$7805.63

10. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

None known as of this stage except that the Manager has the authority to raise a cash flow levy at any stage should the Owners Corporation hold insufficient funds to meet the building insurance premium and/or ongoing working capital requirements of the common property.

Nil

11. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Nil

12. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

Nil

13. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:

Nil

14. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

Lot 2 is in large arrears owing to the Owners Corporation The Owners Corporation will be taking the matter further by engaging a legal representative.

15. The Owners Corporation has resolved to appoint a manager.

16. No proposal has been made for the appointment of an administrator.

17. Any other Information:

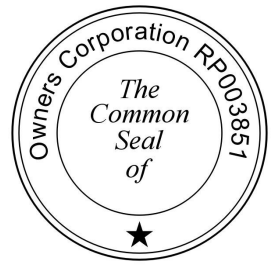
This Certificate is valid for sixty (60) days from the date of this Certificate.

If you wish to make payment of the settlement amount via EFT please utilise the BPAY details located on the attached Contribution Notice.

18. The following documents are attached:

1. OC Certificate Pack Front Cover
2. Minutes Of Most Recent Meeting
3. Model Rules
4. Statement of Advice and Information

Signed on behalf of the Owners Corporation 3851 by

A handwritten signature in black ink, appearing to read 'Jorjie Pigott', written in a cursive style.

Jorjie Pigott
Body Corporate Strata Group
PO Box 7078 Hawthorn Vic 3122

In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

Minutes of the Annual General Meeting

Owners Corporation	3851
Property Address	49 Upper Skene Street NEWTOWN VIC 3220
Meeting Date	Tuesday, 4 May 2021
Meeting Location	Teleconference Number (03) 7020 6310 Todd Coleman [Pin 15883]
Meeting Commenced	3:00 PM
Rep by	Todd Coleman
Members Present	Terry and Leslie Mason (3)
Proxies	Nicole Lea McIntosh (1) - represented by Shane McIntosh
Apologies	Nil
Non Attendance	Ian D'Cruz (2)
Non Financial Attendee	Nil

1. Election Of A Chairperson For The Meeting

Stephanie Canaqali is elected Chairperson for the Annual General Meeting.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 2
Total Units: 3
Attendance Percentage: 66.67 %

Attendance by UOL

Total Eligible Attendee UOL: 67
Total UOL: 100
Attendance Percentage: 67%

As a quorum was present all decisions of this meeting will be the decisions of the Owners Corporation.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 04-May-2020

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Notes: *The Owners Corporation would like to add to the Managers Report the fencing works were completed in 2020 and 2021 being the boundary side and the smaller section towards the back.

*Also to be noted the last insurance valuation was completed in 2019.

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5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

6. Financial Reports

Year ending: 16-Apr-2021

Bank balance (Administration): \$672.33

Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

7. Building Insurance

General Advice Warning

The Product Disclosure Statement (PDS) for the building insurance policy is available at www.bodycorporatestrata.com.au. The Manager recommends that the Members of the Owners Corporation refer to the PDS to make an assessment on whether the product satisfies your building needs and objectives.

Insurance Broker Name:	Strata Insurance
Last Valuation Date:	
Last Valuation Amount:	
Insurer:	Strata Insurance - CHU
Policy Number:	HU0000012408
Sum Insured:	\$1,125,000.00
Premium:	\$2,770.21
Insurance Policy Expiry Date:	18-Apr-2022

A copy of the full Insurance policy is available on StrataPort at <https://bcsg.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to accept the current building insured amount, inclusive of office bearers liability insurance, upon renewal.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Notes: The Owners Corporation have furthermore resolved that where the repairs of an insurance claim are for the sole benefit of one Lot only, the Lot in benefit of the repairs of an insurance claim will be responsible for the policy excess relevant to the insurable event. Where an insurance claim is relevant to the common property services as registered to the Owners Corporation, the Owners Corporation will absorb the excess applicable to an insurance claim.

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$27.50 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

8.1 Ivy and Tree Trimming

Works Category:

Caretaking

Works Description:

The Owners Corporation would like to arrange a caretaker to attend the complex the complex bi-annually for the ivy to be trimmed back and the trees along the eastern side to be trimmed back - this should be done enough for people to drive past in their cars without trees scraping and the listed bushes to be removed - mirror bush - coprosma and the tonosier. Terry can be a point of contact should the tradesman needs Please do not use the below tradesman as they have been to the complex lately and the OC not happy with works. Garden Harmony Barwon FM Pty Ltd

Pre Authorised Approval Amount:

\$0.00

Preferred Number Of Quotes:

2

Preferred Basis To Proceed With Quotes:

Send to Chairperson for approval

Nominated Representative Name / Contact Information:

Works Managed By:

Owners Corporation

Special Levy Required:

a special levy may be raised to meet the expected costs of these works

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

8.2 Front brick fence repairs

Works Category:

General repairs & maintenance

Works Description:

The members discussed the front brick fence and the concerns of loose bricks. The manager is to obtain quotations to remove the brick fence entirely including the letterboxes and opposite drive way side screening area. Will also require a price to install 3 x new letterboxes.

Pre Authorised Approval Amount:

\$0.00

Preferred Number Of Quotes:

2

Preferred Basis To Proceed With Quotes:

Send to Chairperson for approval

Nominated Representative Name / Contact Information:

Works Managed By:
Owners Corporation

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

9. Maintenance Plan

A prescribed Owners Corporation must prepare a Maintenance Plan in accordance with the Owners Corporation Act 2006 Section 37. An Owners Corporation other than a prescribed Owners Corporation may also prepare a Maintenance Plan. Note that a prescribed Owners Corporation has more than 100 lots (including storage lots, car parking lots and accessory lots) or collects more than \$200,000 in annual fees in a financial year. This fee total includes fees collected from separate owners corporations for storage lots, car parking lots and accessory lots and for general administration and maintenance and contributions to maintenance plans. It does not include extraordinary fees as determined by the Owners Corporation Act 2006 Section 24.

The Members of the Owners Corporation resolved by ordinary resolution not to prepare a maintenance plan as the owners corporation is not a prescribed owners corporation.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Manager will take the caretaking requirements of the common property to tender, incorporating the cost of such works and the selection of an appropriately insured and compliant contractor. If it is resolved to terminate the current caretaker, notice will not be given to the current supplier until a new supplier has been appointed and a start date has been confirmed. A notice period of 14 days (minimum) will be given to allow time for final servicing to be undertaken, final invoice/s to be forwarded for payment, keys to be handed over and any other required handover tasks prior to the new supplier commencing.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Notes: The Owners Corporation would like to have a monthly caretaker come in to mow and whipper snipper the front lawn and nature strip. As well as the bi-annual tree trimming and the ivy trimming.

11. OHS Requirements

Last OHS Report Date: N/A
Last OHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Notes: The Owners Corporation would like to review the OH&S report in 2022. At this stage there are a few issues at the complex in which the Owners Corporation would like to completed before carrying out the report.

12. Essential Safety Measures

Last ESM Report Date: N/A

It was noted that an Annual Essential Safety Measures Report will be undertaken and provided as part of the regular ESM maintenance program. The Members of the Owners Corporation resolved by ordinary resolution that on receipt of the Essential Safety Measures Report the Manager will arrange for any rectification works of up to \$1000 to be undertaken. For rectification works of more than \$1000 the Manager will arrange quotes and seek the approval of the Committee and/or Chairperson to proceed. It was noted that a Special Levy may be required to meet the cost of these works.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Notes: It was stated at the Annual General Meeting that the Owners Corporation is a Class 1a Building with no "current" Essential Safety Measures requirements. The above resolution is only in the event that the requirements of a class 1a building changes.

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Caretaking	\$635.25	\$3,636.36	\$363.64	\$4,000.00
Disbursement charge	\$153.00	\$139.09	\$13.91	\$153.00
Insurance	\$2,973.30	\$2,703.00	\$270.30	\$2,973.30
Legislative & Compliance fee	\$420.00	\$381.82	\$38.18	\$420.00
Maintenance	\$6,958.34	\$3,636.36	\$363.64	\$4,000.00
Management fees	\$406.32	\$369.38	\$36.94	\$406.32
Professional Services - accounting legal other	\$55.00	\$50.00	\$5.00	\$55.00
Schedule 2.2 charges	\$220.00	\$200.00	\$20.00	\$220.00
Sub Total	\$13,456.21	\$11,116.02	\$1,111.60	\$12,227.62

Maintenance Fund

Description	Proposed Amount	Amended Amount Subtotal	Amended Amount GST	Amended Amount Total
Nil Maintenance Fund items				
Sub Total	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$13,456.21	\$11,116.02	\$1,111.60	\$12,227.62

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved by ordinary resolution to amend the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Notes: The Owners Corporation would like to amend the proposed budget by increasing the line items costs in some areas and removing others. Please see the below;

*Caretaking \$635.25 increased to \$4,000

*Insurance - valuation - \$395 removed as this will be reviewed next year.

*Maintenance - \$6,958.34 reduced to \$4,000

*OH&S report - \$240 removed

*OH&S - Repairs & Maintenance \$1,000 removed.

In making these changes it has reduced the proposed budget slightly from \$13,456.21 to \$12,227.62.

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15. Owners Corporation Contributions

Total UOL: 100

Fee Frequency: Annual

Fee Year Start Date: 17-Apr-2021

Instalment Number	Date
1	17-Apr-2021

Lot No	Owners	Proposed (Annual)	Amended (Annual)
1	Nicole Lea McIntosh (UOL: 34)	\$4,575.11	\$4,157.39
2	Ian D'Cruz (UOL: 33)	\$4,440.55	\$4,035.11
3	Terry and Leslie Mason (UOL: 33)	\$4,440.55	\$4,035.11
Grand Total:		\$13,456.21	\$12,227.62

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Notes: In making the changes to the proposed budget this has changed the levies. As there has been an increase to the budget from last year, there will an "adjustment to align with the increased budget" sent out shortly.

16. Election Of The Committee

Lot	Owner Name	Committee
1	Nicole Lea McIntosh	Secretary
2	Ian D'Cruz	--
3	Terry and Leslie Mason	Chairperson

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Committee.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Terry and Leslie Mason

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary: Nicole Lea McIntosh

The Members of the Owners Corporation resolved by ordinary resolution to elect a Secretary.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

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19. Designation Of Public Officer

The Members of the Owners Corporation resolved by ordinary resolution to appoint officers of the Manager to be Public Officer and Authorised Contact Person with the Australian Taxation Office. The Public Officer and the Authorised Contact Person shall be David Leece.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

20. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983. The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the lot owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

21. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for a \$42 Overdue Administration Fee and that all Contributions overdue by 60 days from the due date will be liable for a \$142 Overdue Administration Fee, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection. In accordance with the Owners Corporation Act 2006 Section 32 the costs, including all associated legal fees, incurred in recovering fees, charges and interest owing will be fully recoverable by the indebted lot owner.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

No resolution required for this agenda item.

24. Appointment Of The Manager

It was noted that the Owners Corporation is subject to a currently in force Contract of Appointment. The fees will be charged as per the resolved budget.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

25. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected. The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment. The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation and approve the affixing of the seal.

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 04-May-2022

Location: Geelong

Address: Suite 2/200 Malop Street, Geelong VIC 3220

Room: GE1

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 1, Seconded: Lot 3, Votes For: 2, Against: 0, Abstain: 0

Meeting Closed: 04-May-2021 4:16 PM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

Schedule 2—Model rules for an owners corporation

Regulation 11

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 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 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.

4 Use of common property

4.1 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 the owner or occupier's 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.

4.2 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.

4.3 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.

5 Lots

5.1 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.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 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.

6.2 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.

7 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 the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's 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**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

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. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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.

Schedule

Item 1. Date of this Agreement

Date 09 November 2020

Item 2. Landlord/s

Name N McIntosh
Address C/- Shop 6 63 Thomson Street, BELMONT VIC 3216

Item 3. Agent

Name Debonair Property Management Pty Ltd
Trading as Debonair Property Management
Address Shop 6 63 Thomson Street, BELMONT VIC 3216

Item 4. Tenant/s

Name Tara East
Name Steven Nixon

Item 5. Premises

Address 1/49 Upper Skene Street Newtown Vic 3220

Item 6. Rental

Amount \$340.00 per week
Payable on the same day every week (2 weeks in advance)

Item 7. Commencement

Date 10 November 2020

Item 8. Rental payments - To Landlord/Agent at

Name Debonair Property Management
Bank Bendigo Bank – Geelong
BSB 633000
Account Number 151346392
Reference EAST

Item 9. Bond - Held by RTBA

Amount \$1434.00

FIXED TERM AGREEMENT

Item 10: Lease Term

Term 12 Months

Item 11: Commencement date

Date 10 November 2020

Item 12: Termination date

Date 09 November 2021

PERIODIC TENANCY

Item 13. Commencement date

Date 10 November 2021

Documents

The Tenant hereby acknowledges having received a copy of a Statement of Rights and Duties, two copies of the Condition Report and a copy of the Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1977.

Conditions of agreement

Residential Tenancies Act 1997

1. This Agreement

is made on the date specified in item 1, in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 in the Schedule.

Premises And Rent

The Landlord lets to the Tenant the premises specified in item 5 in the Schedule together with those items indicated in the Schedule for which the Rental shall be the amount specified in item 6 in the Schedule of which the first installment is payable on the date specified in item 7 of the Schedule and payable by the Tenant to the party specified in item 8 in the Schedule

Bond

The Tenant shall pay a Bond of the amount specified in item 9 in the Schedule to the Landlord/Agent on or before the signing of the Agreement.

In accordance with the Residential Tenancies Act 1997 the Landlord/Agent must lodge the Bond with the Residential Tenancies Bond Authority within 5 business days of receiving the Bond.

Fixed Term Tenancy

The term of this agreement shall be specified in item 10 of the Schedule commencing on the date specified in item 11 in the Schedule and ending on the date specified in item 12 in the Schedule and unless either party terminates this Agreement in accordance with the provisions of the Residential Tenancies Act 1997 this Agreement shall then continue as a periodic tenancy.

or

Periodic Tenancy

This agreement shall commence on the date specified in item 13 in the Schedule and shall continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition Of The Premises

- (a) The Landlord shall make sure that the premises are maintained in good repair.
- (b) If the Landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair

3. Damage To The Premises

- (a) The Tenant shall make sure that care is taken to avoid damaging the rented premises
- (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
- (c) The Tenant who becomes aware of damage to the rented premises must give notice to the Landlord of any damage to the premises as soon as practical.

4. Cleanliness Of The Premises

- (a) The Landlord shall make sure that the premises are in a reasonably clean condition on the day on which it is agreed that the Tenant shall enter into occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.

5. Use Of Premises

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

6. Quiet Enjoyment

The Landlord shall take reasonable steps to make sure that the Tenant has quiet enjoyment of the premises.

7. Assignment Or Sub-Letting

- (a) The Tenant shall not assign or sub-let the whole or part of the premises without the written consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
- (b) The Landlord shall not demand or receive any fee or payment for the consent except in respect of any fees, costs or charges incurred by the Landlord in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

Both parties to the Agreement shall comply with the provisions of the Residential Tenancies Act 1997 as they apply to each party.

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

9. Utility Charges

- (a) The Landlord is liable for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997.
 - (b) The Tenant shall pay all charges in respect to the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises are separately metered for these services.
 - (c) If a service is damaged or disconnected because of the fault of the Landlord or the Agent or the fault of their contractors the Landlord must have the service repaired or reconnected and pay the expense of doing so.
 - (d) If a service is damaged or disconnected because of the fault of the Tenant or any person the Tenant has allowed or permitted to be on the premises, the Tenant must have the service repaired or reconnected and pay the expense of doing so.
 - (e) If the Tenant disconnects or changes the supplier of a service, the Tenant must pay any expense in connection with having the service disconnected and another service connected.
10. The Tenant shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the Tenant shall pay the Landlord all increased premiums and all other expenses incurred as a consequence of any breach of this term.
11. The Tenant agrees to pay the Landlord any excess charged or any additional premium charged by the Landlord's insurance company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the Tenant or anyone on the premises with the consent of the Tenant.
12. The Tenant shall indemnify the Landlord for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the Tenant or anyone on the premises with the consent of the Tenant. Without limiting the generality of the foregoing, the Tenant shall indemnify the Landlord for the cost of repairs to plumbing blockages caused by the negligence or misuse of the Tenant. The Tenant acknowledges that the Landlord's insurance does not provide cover for the Tenant's possessions.
13. The Tenant shall notify the Landlord or Agent immediately upon becoming aware of any defects in the premises or any other matter which may arise to a liability pursuant to the Occupiers Liability Act 1983.
14. The Tenant shall indemnify the Landlord against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission, by the Tenant, or the Tenant's servants, Agents and/or invitees.
15. The Tenant must return all keys to the premises to the Landlord or the Agent when the Tenant vacates the premises. The Tenant's obligation to pay the rent continues until the time the keys are returned.
16. The Tenant must primarily use the premises as a residence. If the Tenant wants to use the premises as a residence and for an ancillary purpose, the Tenant must first obtain the Landlord's written consent. The Landlord will not unreasonably withhold consent and in giving consent may impose reasonable terms and conditions.
17. The Tenant shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.

18. The Tenant shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local Council. Such rubbish receptacle shall be kept only in place provided and placed out by the Tenant for collection by the Local Council or Health Department and returned to its allotted place.

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

20. The Tenant shall not park any vehicles on the lawns.

21. The Tenant shall not:

- (a) Store lubricants or flammable liquids (including but not limited to kerosene and motor fuels) at the premises.
- (b) Service or repair a motor vehicle, motorcycle or boat at the premises, excepting minor routine maintenance (excluding greasing, de-greasing and oil changing), and washing and polishing.
- (c) Bring on to or use at the premises a heater which uses flammable liquid or bottled gas.

22. The Tenant shall comply with any Act, Regulation, Rule or direction of any Government, semi Government or statutory body.

23. The rules of an owner's corporation affecting the premises are attached to this tenancy agreement. The Tenant will comply with the rules of the owner's corporation or any rules amending or superseding those rules, provided the amending or superseding of the rules are provided to the Tenant. The Tenant is not obliged to contribute to the owner's corporation capital costs or other owner's corporation expenses that would, except for this clause, be payable by the Landlord.

24. This Agreement may be amended only by an Agreement in writing signed by the Landlord and the Tenant.

25. The Tenant allows the Landlord or his Agent to erect a For Lease sign at the premises during the last month of the term of this agreement. The Tenant shall also allow the Landlord or the Agent to put on the premises a notice or notices "for sale" or "auction" at any time during the term of this agreement and permit access to the premises by the Landlord or his Agent to present the property to prospective Purchasers or Tenants upon 24 hours notice or by agreement with the Tenant and the Landlord or the Landlord's Agent. A sign must be positioned so as not to interfere with the Tenant's quiet enjoyment of the premises.

26. The Tenant acknowledges that no promises, representations, warranties or undertakings have been given by the Landlord or his Agent in relation to suitability or the premises for the Tenant's purpose in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.

27. No consent or waiver of any breach by the Tenant of the Tenant's obligations under the Residential Tenancies Act 1997 shall prevent the Landlord for subsequently enforcing any of the provisions of the agreement.

28. The Tenant acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the Tenant shall not refuse to pay rent on the grounds that the Tenant intends to regard as rent paid by the Tenant, the Bond or any part of the Bond paid in respect of the premises. The Tenant acknowledges that failure to abide by this section of the Act renders the Tenant liable for a penalty of \$1000.00.

29. The Tenant must:

- (a) Check each smoke detector in the premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the Tenant and the security of the premises.
- (b) Replace the battery in each smoke detector twice yearly (or more often if it becomes necessary).
- (c) Immediately notify the Landlord/Agent of any faulty smoke detector (and confirm this advice to the Landlord/Agent in writing the same day)

30. During the term of the tenancy the Tenant agrees to redirect to Debonair Property Manager at 6/63 Thomson Street, Belmont, all mail delivered to the property other than his/her/their own mail.

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

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

33. In respect to urgent repairs (maximum \$1,800.00) the Tenant undertakes to make all possible endeavours to contact the Agent listed below before authorising repairs - Office Number: 5223 0400.

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

35. If the Tenant wishes to vacate the premises at the expiration of the Agreement the Tenant shall give the Landlord or Agent written notice of the Tenant's intention to vacate not less than 28 days prior to the expiration of the Agreement. If the Tenant remains in occupation of the premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the Tenant must give written notice of the Tenant's intention to vacate the premises specifying a termination date that is no earlier than 28 days after the day on which the Tenant gives notice.

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

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

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

39. The Tenant may change the locks to the premises. If the Tenant changes the locks, the Tenant must give the Landlord or the Agent duplicate keys to the changed locks as soon as practicable. The Tenant may change the code of an alarm at the premises. If the code is changed, the Tenant must advise the Landlord or the Agent of the changed code as soon as practicable.

40. If during the term of the tenancy the people in occupation of the premises change, the Tenant must as soon as practicable notify the Landlord or the Agent in writing and comply with clause 7. If the Tenant assigns the tenancy or sub-lets, contrary to clause 7, or if the Tenant abandons the premises or cancels the tenancy, the Tenant may be required to reimburse the Landlord's reletting expenses including:

- (a) A pro-rata letting fee;
- (b) Advertising or marketing expenses incurred;
- (c) Rental database checks on applicants;
- (d) Rent on the premises until such time as the lease is assigned to a suitable tenant, cancelled, or the expiry of the tenancy

The Tenant's obligation to pay the Landlord's reletting expenses is dependent upon the Landlord taking reasonable steps to mitigate any loss arising from the Tenant's default.

41. If this is not a fixed term tenancy agreement, the Landlord may increase the rent by giving the Tenant 60 days notice in writing as required by the Residential Tenancies Regulations 2008. The Landlord must not increase the rent more than once in every six months. If the Tenant disagrees with a rent increase sought by the Landlord, the Tenant may apply to the Director of Consumer Affairs Victoria for an investigation, providing the application to the Director is made within 30 days after the notice of rent increase is provided.

42. If the Tenant fails to make a payment under the terms of this agreement on the due date for payment and the Landlord and/or the Agent incurs fees and/or charges as a consequence of that failure, the Tenant shall reimburse the Landlord and/or the Agent for the full amount of those fees and/or charges, on demand. For the purpose of this clause, "fees and/or charges" includes additional interest (if any) paid or payable by the Landlord and/or the Agent to an authorised deposit-taking institution, financier, service provider, or contractor. "Authorised deposit-taking institution" has the same meaning as in the Banking Act 1959 (Cth).

43. The Tenant acknowledges having received before entering into occupation of the premises:

- (a) Two copies of a condition report signed by or on behalf of the Landlord; and
- (b) A written statement setting out the rights and duties of a Landlord and Tenant under a tenancy agreement ('Renting a Home – A Guide for Tenants and Landlords').

44. The Tenant acknowledges that they have read all the terms and conditions of this lease and agree to abide by the said terms and conditions.

Additional special conditions

1. The Tenant hereby agrees not to smoke inside the property. The Tenant agrees if the Agent or Landlord suspect the Tenant has been smoking inside the property the Tenant will be liable for fresh painting of walls and ceilings and professional cleaning of the window furnishings.
2. The Tenant hereby agrees to notify the Landlord or the Agent of any change of business or home telephone number.
3. The Tenant hereby agrees to use stoppers/protectors on furniture to prevent scratches on the floorboards.
4. The Tenant hereby agrees to use a chopping board when preparing food to avoid damaging the bench tops.
5. Pot plants are not to be placed directly onto internal floors, carpet, tiles or vinyl.
6. Phone connections other than those existing at the property are not to be installed without the written permission of the Landlord. This includes additional phone connections, pay TV satellite dishes or cable TV connections.
7. It is the Tenant's responsibility to insure your possessions; the Landlord's insurance policy does not cover your possessions.
8. Oil or fluid leaks from vehicles are to be removed from driveways and other hard surfaces, as they occur to prevent staining. Vehicles with constant oil or fluid leaks are not to be parked on the property
9. The Tenant is not to drive his/her car on the lawn or garden area.
10. The Tenant hereby agrees to maintain the lawn and gardens of the property in a responsible and satisfactory condition. This also includes the mowing of lawns and watering of plants on a regular basis. In the event that they are not maintained in the Landlord/Agent will have the right to employ a gardener to maintain the premises herein at the Tenant's expense.
11. This tenancy is subject to vacant possession.
12. Scourers and abrasive cloths are not to be used on stainless steel appliances, ovens fronts or stove tops.
13. Should the Tenant need to vacate the property prior to the lease expiry date they will be required to notify the agent in writing of their intention to do so. The Tenant will be responsible to pay rent up until such time as other tenant moves into the property or the expiry of the tenancy agreement, whichever comes first. The Tenant is also liable to pay the re letting fee of one and half weeks rent plus GST and all re-advertising /marketing costs incurred.
14. The Landlord/Agent will carry out an initial three (3) month inspection and then subsequent six (6) month inspections thereafter on the property.
15. If a tenant requires an employee of Debonair Property Management to attend the premises for the purpose of supplying a key at any time, an on the spot payment of \$100 plus GST will be applicable.

Electronic communications**(1) Express consent**

The Tenant consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address stated below:

Email Address tjeast87@gmail.com [Tara East]

Email Address stevennixon993@gmail.com [Steven Nixon]

(2) If the Tenant has not consented to electronic service the Tenant must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

(3) Change of Electronic Address

The Tenant must immediately give notice in writing to the other party if the email address for electronic service changes

(4) Withdrawal of consent

The Tenant may withdraw their consent to electronic service of notices and other documents by giving notice in writing to the other party. Following the giving of notice, no further notices or other documents are to be served by electronic communication.

[X] I hereby acknowledge that I have read and understood the above conditions. (Tara East, Steven Nixon)

Electronic Signatures

Steven Nixon

- this is an approved, digital representation of the signature -

Steven Nixon

10 November 2020, 6:23 am

Email: st*****.com

Tara East

- this is an approved, digital representation of the signature -

Tara East

10 November 2020, 6:23 am

Email: tj*****.com

Skye Bartlett

- this is an approved, digital representation of the signature -

Skye Bartlett

Debonair Property Management for and on behalf of the Landlord

11 November 2020, 1:34 pm

Email: sb*****.au

Audit trail

09 November 2020, 12:19 pm - Contract is emailed to Steven Nixon
 09 November 2020, 12:19 pm - Contract is emailed to Tara East
 09 November 2020, 7:07 pm - Viewed by Tara East, IP: 218.215.232.182
 09 November 2020, 9:30 pm - Viewed by Steven Nixon, IP: 218.215.232.182
 10 November 2020, 6:23 am - Signed by Steven Nixon, IP: 218.215.232.182
 10 November 2020, 6:23 am - Signed by Tara East, IP: 218.215.232.182
 10 November 2020, 6:23 am - Contract is emailed to Skye Bartlett
 10 November 2020, 6:23 am - Contract is emailed to Skye Bartlett
 11 November 2020, 1:34 pm - Signed by Skye Bartlett
 11 November 2020, 1:34 pm - The document has been completed.

