Contract of Sale of Land

Property:

Unit 5, 5-7 HERBERT Street, Dandenong VIC 3175

Link West Conveyancing
45/JUPITER DRIVE
TRUGANINA VIC 3029
Tel: 0490 118 948
Ref: JL:06813

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2023

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

State nature of authority, if applicable: ....

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2023

Print names(s) of person(s) signing: **P AND A ROSS PROPERTY PTY LTD**

State nature of authority, if applicable: ....

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

Table of Contents

PARTICULARS OF SALE

SPECIAL CONDITIONS

GENERAL CONDITIONS

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAND LAW
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENTIAL CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

GUARANTEE & INDEMNITY

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Particulars of Sale

Vendor's estate agent

Name: XYNERGY--Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450 540 168 Mob: Fax: Ref:

Vendor

Name: P AND A ROSS PROPERTY PTY LTD

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing

Address: 45/JUPITER DRIVE, Truganina VIC 3029

Email: jeff@linkwestconveyancing.com.au

Tel: 0490 118 948 Mob: Fax: Ref: 06813

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09301	Folio	440	5	RP 012818

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 5, 5-7 HERBERT Street, Dandenong VIC 3175

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

Payment

Price $ .....

Deposit $ ..... by ..... (of which ..... has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on ..... / ..... /20.....

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval .....

..... date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

Special condition 1 – Payment

General condition 14 is replaced with the following:

14. Deposit

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

14.4 Payments may be made or tendered:

(a) up to $1,000 in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

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

Special condition 2 – Acceptance of title

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

Special condition 3 – Tax invoice

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

(a) the price includes GST; or

(b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of $150 PLUS GST for the delay in receiving the Statement of Adjustments.

Special condition 5 – Service

General condition 27 is replaced with the following:

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 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.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the

Electronic Transactions (Victoria) Act 2000.

27.5 The expression 'document' includes 'demand' and 'notice', and 'Service' includes 'give' in this contract.

Special condition 6 – Electronic conveyancing

6.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered

proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

6.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

6.3 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.

6.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

6.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

6.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

6.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

Special condition 7 – Condition of the Property

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

7.2 The property and any chattels are sold:

(a) in their present condition and state of repair.

(b) subject to all defects latent and patent.

(c) subject to any infestations and dilapidation.

(d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property.

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and

(f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

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

7.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

7.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

7.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

Special condition 8 – Deposit

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

Special condition 9 – Forms of Payment

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

Special condition 10 – Default not remedy

General conditions 35.4 of the contract of sale is added:

Should the settlement is not completed on due date by the purchaser, the purchaser will be liable for Vendor’s losses including but not limited to:

10.1 Interests on any loan secured on the property from the original settlement date until the property can settle.

10.2 Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property.

10.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

Special Condition 12 - Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative $150 PLUS GST at the settlement for each request.

Special Condition 13 - SWIMMING POOL AND/OR SPA

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their be half, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may 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.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

6.6 If sections 137B and 137C of the *Building Act* 1993 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.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

10.2 The vendor must promptly initiate the 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.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 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.

11.12 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 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. 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.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The 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 24 and 25 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.

14.4 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.

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

14.6 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.

14.7 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.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.11 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.

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

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

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 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.

18. ELECTRONIC SETTLEMENT

18.1 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 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

(a) the electronic lodgement 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 lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic 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.

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In 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.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

(a) obtains a written report from 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.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest 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.

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

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

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the 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.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *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.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

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

(b) promptly provide the vendor with proof of payment; and

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth*) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *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.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *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.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *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.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *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.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *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 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *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.

25.6 The purchaser must:

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

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

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

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

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

despite:

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

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgment network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *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 25.9, the vendor must:

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

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

25.10 A party must provide the other party with such information as the other party requires to:

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

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *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.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *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.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *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

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner 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.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(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.

30.2 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

31.4 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 31.2 at settlement.

31.5 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.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at 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.

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the

vendor.

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

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

Director(Sign)

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

Director(Sign)

In the presence of

Witness

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

Vendor Statement

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

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

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

Land	UNIT 5, 5-7 HERBERT STREET, DANDENONG VIC 3175

Vendor's name	P AND A ROSS PROPERTY PTY LTD	Date / /
Vendor's signature _____		

Purchaser's name	Date / /
Purchaser's signature _____	
Purchaser's name	Date / /
Purchaser's signature _____	

1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed $5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

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

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements , covenants or other similar restriction. The purchaser should note that there may be sewers, drains, water, pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cabls and underground gas pipes laid outside any registered easement and which are not registered or required to be registered against certificate of title.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme:**

See attached planning Property report

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

See attached

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services X

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

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 (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 09301 FOLIO 440 Security no : 124107212059G
Produced 28/06/2023 02:52 PM

LAND DESCRIPTION

Lot 5 on Registered Plan of Strata Subdivision 012818.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08895 Folio 951

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
P AND A ROSS PROPERTY PTY LTD of 155 JAMES MELROSE DRIVE BROOKFIELD VIC 3338
AS152308S 09/05/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS152309Q 09/05/2019
PERPETUAL CORPORATE TRUST 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 RP012818 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 5 5-7 HERBERT STREET DANDENONG VIC 3175

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012818

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

The information supplied by Triconvey2 (Reseller) has been obtained from InfoTrack Pty Limited by agreement between them. The information supplied has been obtained by InfoTrack Pty Limited who is licensed by the State of Victoria to provide this information via LANDATA® System.

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**RP012818**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**28/06/2023 14:56**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Delivered by LANDATA®, timestamp 28/06/2023 14:56 Page 1 of 3

PLAN OF STRATA SUBDIVISION | EDITION 1 | RP012818

LOCATION OF LAND

PARISH: DANDENONG

TOWNSHIP: -

SECTION: -

CROWN ALLOTMENT: -

CROWN PORTION: 37 (PART)

TITLE REFERENCE: VOL. 8895 FOL. 951

LAST PLAN REFERENCE: LOTS 4 & 5 ON L.P. 9713

DEPTH LIMITATION: DOES NOT APPLY

POSTAL ADDRESS: 5-7 HERBERT STREET, DANDENONG. 3175.

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE

Surveyor: JOHN SZWAJ

Certification Date: 01/03/1977

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF DANDENONG on 25/09/1978

REGISTERED DATE: 22/11/1978

PLAN UPDATED BY REGISTRAR IN AN661031Q 05/04/2022

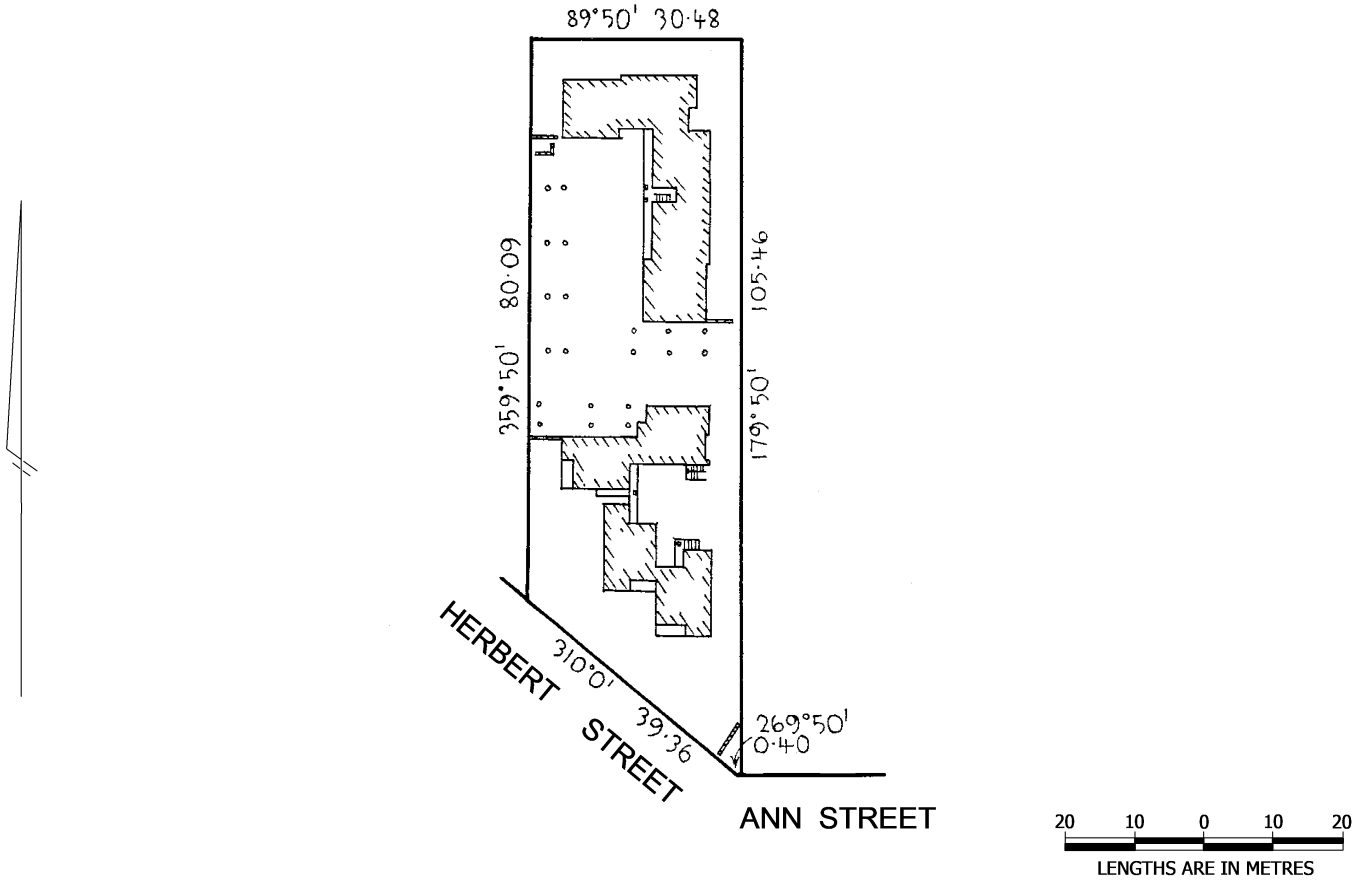


DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL

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

MEASUREMENTS ARE IN METRES

Delivered by LANDATA®, timestamp 28/06/2023 14:56 Page 2 of 3

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 18 ARE TWO STOREY BUILDINGS.
THE RELEVANT STOREY OF THAT PART OF THE BUILDING CONTAINED IN EACH LOT IS SHOWN IN THE TABLE BELOW.

TABLE

LOT	RELEVANT STOREY
LOTS 1 TO 4 & 9 TO 13	GROUND STOREY
LOTS 5 TO 8 & 14 TO 18	TOPMOST STOREY

THE LOWER BOUNDARY OF LOTS 1 TO 18 LIES WITHIN THE FLOOR OF THAT PART OF THE RELEVANT STOREY OF THE LOT.
THE UPPER BOUNDARY OF THESE LOTS LIES WITHIN THE CEILING OF THAT PART OF THE RELEVANT STOREY.

THE BUILDINGS CONTAINED IN LOTS 19 TO 36 ARE SINGLE STOREY BUILDINGS.

THE LOWER BOUNDARY OF LOTS 19 TO 36 IS THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF THESE LOTS IS THREE METRES ABOVE ITS LOWER BOUNDARY.

LOTS 19 TO 36 ARE ACCESSORY LOTS.

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.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
FACE OF WALL CLOSEST TO COMMON PROPERTY - BOUNDARIES BEWEEN A LOT & COMMON PROPERTY.
MEDIAN - ALL OTHER BOUNDARIES

NOTICE OF RESTRICTION

LOTS 1 TO 18 ARE RESTRICTED LOTS.
LOTS 19 TO 36 ARE CAR PARK LOTS.
REGISTRATION OF DEALINGS WITH LOTS 1 TO 18 IS RESTRICTED.

Delivered by LANDATA®, timestamp 28/06/2023 14:56 Page 3 of 3

PLAN OF STRATA SUBDIVISION

RP012818

DIAGRAM 1
GROUND LEVEL &
GROUND STOREY

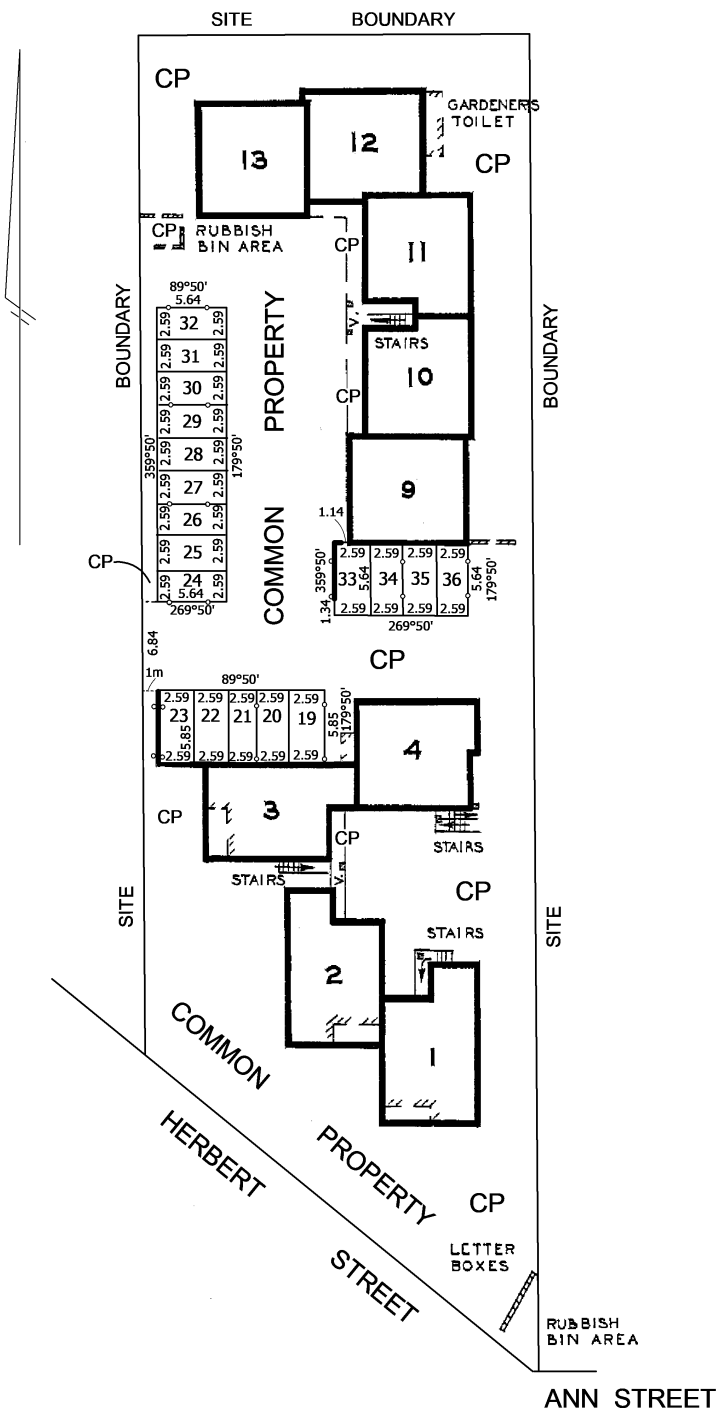
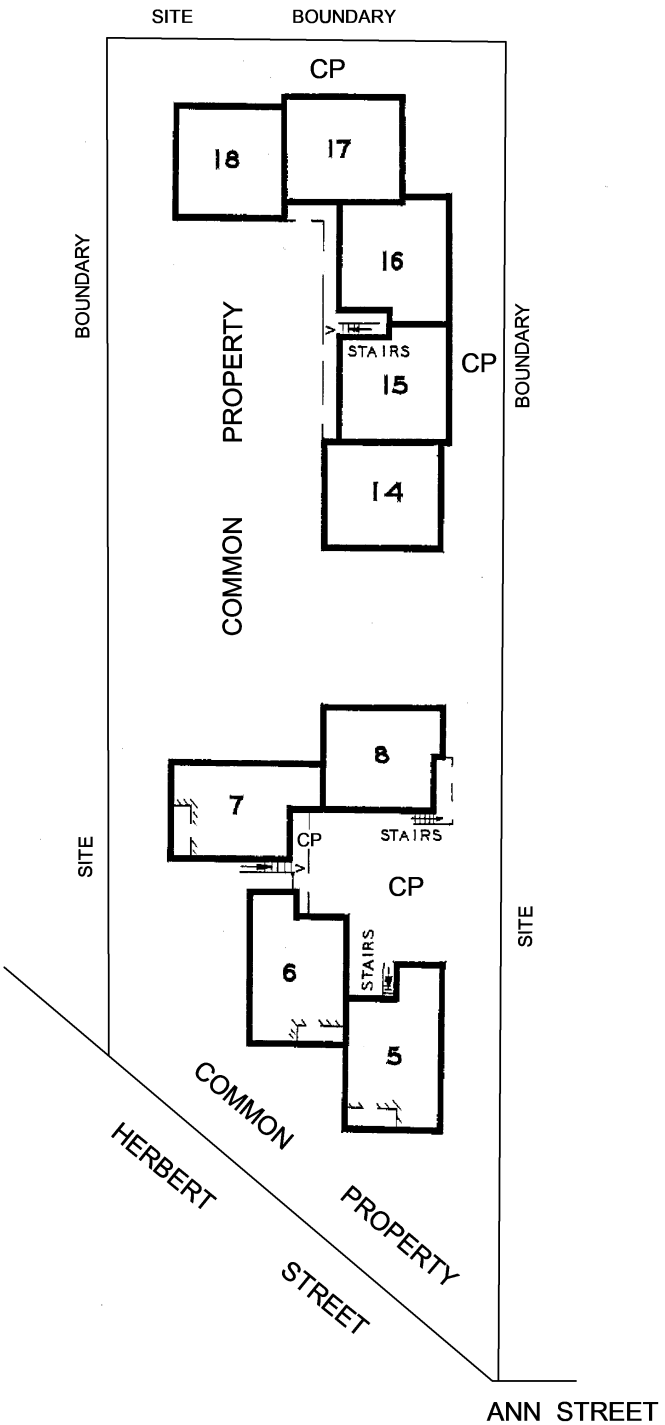


DIAGRAM 2
TOPMOST STOREY



15 7.5 0 7.5 15
SCALE OF METRES

MEASUREMENTS ARE IN METRES

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 28/06/2023 02:56:24 PM

OWNERS CORPORATION
PLAN NO. RP012818

The land in RP012818 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 36.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
5-7 HERBERT STREET DANDENONG VIC 3175

RP012818 22/11/1978

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	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/06/2023 02:56:24 PM

OWNERS CORPORATION
PLAN NO. RP012818

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	2	2
Lot 20	2	2
Lot 21	2	2
Lot 22	2	2
Lot 23	2	2
Lot 24	2	2
Lot 25	2	2
Lot 26	2	2
Lot 27	2	2
Lot 28	2	2
Lot 29	2	2
Lot 30	2	2
Lot 31	2	2
Lot 32	2	2
Lot 33	2	2
Lot 34	2	2
Lot 35	2	2

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/06/2023 02:56:24 PM

OWNERS CORPORATION
PLAN NO. RP012818

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	2	2
Total	**216.00**	**216.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 28 June 2023 02:57 PM

PROPERTY DETAILS

Address:	**5/5-7 HERBERT STREET DANDENONG 3175**
Lot and Plan Number:	**Lot 5 RP12818**
Standard Parcel Identifier (SPI):	**5\RP12818**
Local Government Area (Council):	**GREATER DANDENONG** www.greaterdandenong.com
Council Property Number:	**304505**
Planning Scheme:	**Greater Dandenong** Planning Scheme - Greater Dandenong
Directory Reference:	**Melway 91A C1**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**DANDENONG**

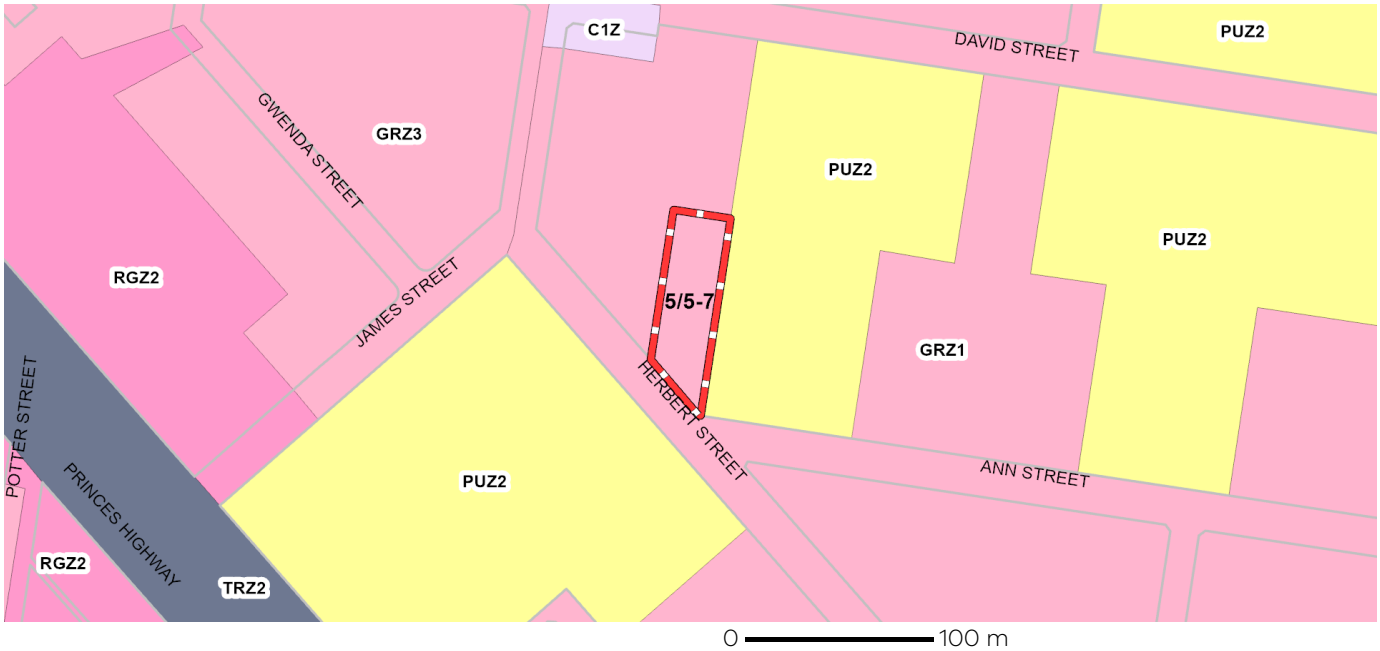
OTHER

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

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Planning Overlay

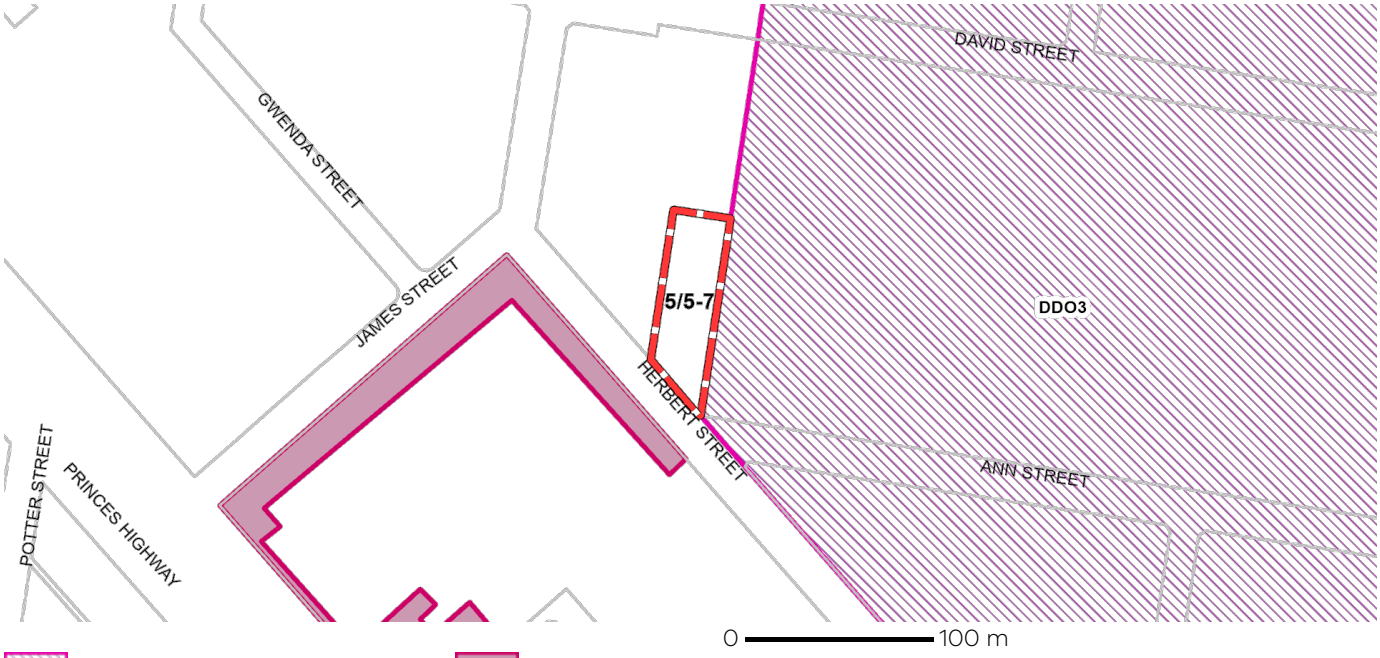
None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)



DDO - Design and Development Overlay **HO - Heritage Overlay**

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

Further Planning Information

Planning scheme data last updated on 22 June 2023.

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

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

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

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

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

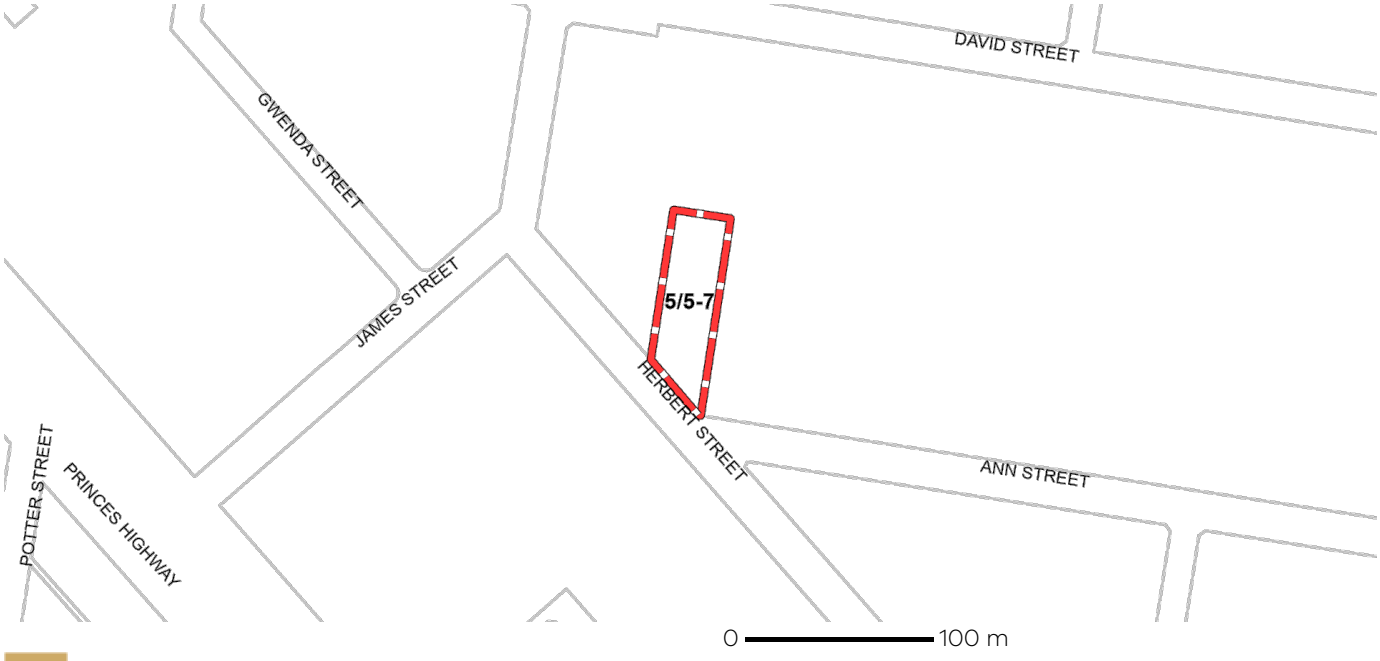
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 28 June 2023 02:57 PM

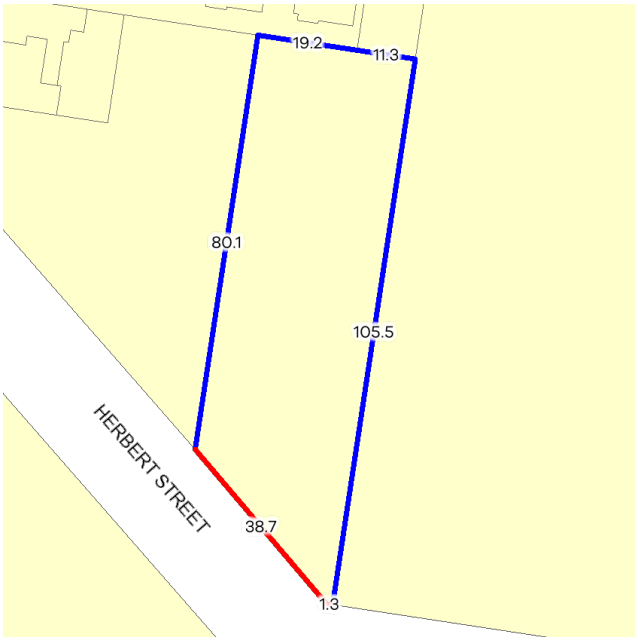
PROPERTY DETAILS

Address:	**5/5-7 HERBERT STREET DANDENONG 3175**
Lot and Plan Number:	**Lot 5 RP12818**
Standard Parcel Identifier (SPI):	**5\RP12818**
Local Government Area (Council):	**GREATER DANDENONG** www.greaterdandenong.com
Council Property Number:	**304505**
Directory Reference:	**Melway 91A C1**

Note: There are 19 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2843 sq. m
Perimeter: 256 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTH-EASTERN METROPOLITAN**
Legislative Assembly:	**DANDENONG**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

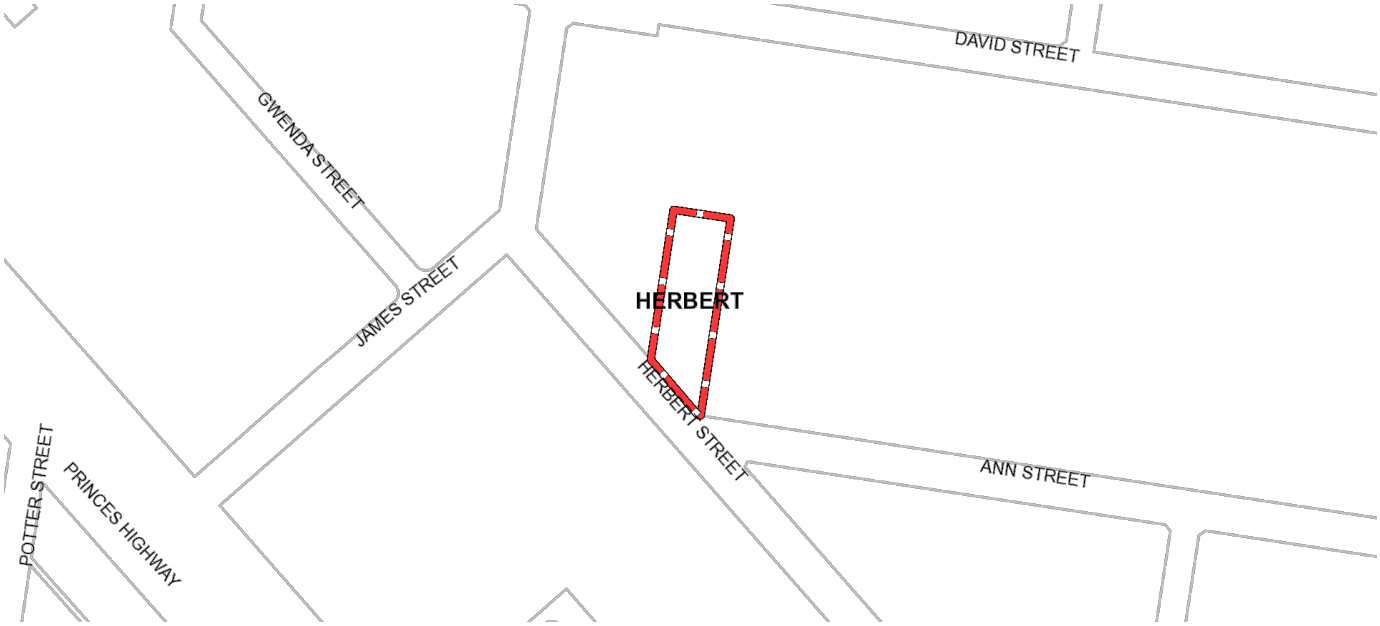
The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

Environment, Land, Water and Planning

Area Map



Selected Property

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

P AND A ROSS PROPERTY PTY LTD
155 JAMES MELROSE DR
BROOKFIELD VIC 3338

Account number:	32787145
Date due:	31 May 2023

Last bill	Payments received	Balance	Current charges	Total due
$0.00	− $0.00 =	$0.00	+ $140.25	$140.25

Your account breakdown

Issue date	12 May 2023
Property	Unit 5 5 Herbert Street DANDENONG VIC 3175
Property reference	47F//09162/26
Last bill	$0.00
Payment received	$0.00
Balance brought forward	$0.00
Our charges (no GST)	$112.87
Other authorities' charges (no GST)	$27.42
Total due	**$140.25**

Your snapshot

Average daily cost **$1.24**

Payment options

Direct debit
Set up payments at **southeastwater.com.au/paymybill**

BPAY® (Up to $20,000)
Biller code: **24208** Ref: **1003 2787 1400 000**

Credit card
Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
or call 1300 659 658.

EFT (Electronic Funds Transfer)
BSB: **033-874** Account number: **32787145**
Account name: **South East Water Corporation**

Postbillpay
BillpayCode: 0361 Ref: **1003 2787 1400 000**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment. Go to **servicesaustralia.gov.au/centrepay**

Property ref: 47F//09162/26
UNIT 5 5 HERBERT STREET
DANDENONG VIC 3175

*361 100327871400000

PN47F

Total due:	$140.25
Account number:	32787145
Date paid:	
Receipt number:	

+000000327871455> +009124+ <0000000000> <0000014025> +444+

Our charges

Service charges	For period 01/04/23 to 30/06/23
Water service charge	$20.93
Sewerage service charge	$91.94
Total service charges	**$112.87**
Our charges	**$112.87**

Other authorities' charges

Waterways and Drainage charge 01/04/23 to 30/06/23	$27.42
Total other authorities	**$27.42**
Total current charges	**$140.25**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.87 million Melburnians. For more details about our charges, see **southeastwater.com.au/residentialprices**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/04/23 to 30/06/23**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

Our service guarantees

Learn about your rights and responsibilities as a South East Water customer including our customer and privacy charters at **southeastwater.com.au/policies**

Making bill payments a little easier

Explore your payment options.

Visit southeastwater.online/assistance



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

Rate and Charges Statement 2022 – 2023

GREATER DANDENONG
City of Opportunity

ABN 41 205 538 060

8571 1000

P & A Ross Property Pty Ltd
155 James Melrose Drive
BROOKFIELD VIC 3338

Date of service: 21 June 2023 12:41:39P

Property No.: **304505**

OFFICE COPY

If receipt is required, please tick ☐ Amount Being Paid: $ _____

Payment Due: **$0.00**

Property Description and Rates and Charges Details

Property No: **304505**

5/5-7 Herbert Street
DANDENONG VIC 3175

Lot 5 RP 12818
AVPCC: 125 - Strata Unit / Flat

SV 105000 CIV 290000 NAV 14500 VLN Date January 2022

Charge Type	Due $
Rate	430.05
Garbage Charge	354.00
State Landfill Levy	79.00
Fire Service Levy	132.35
TOTAL CHARGES	995.40
Payment/Adjustments	-995.40
BALANCE DUE	0.00

Arrears **Arrears Due Immediately** Next Instalment $ _____ Due by 21 June 2023

Payment Due $0.00

POST billpay
Billpay Code: **0321**
Reference: 3045 0500 0000 01

Pay in Person at any Post Office,
by Phone 13 18 16
or go to postbillpay.com.au

BPAY
Biller Code: **8987**
Reference: **9581 932**

This notice has been provided for the following reason:

☐ Change of ratepayers details ☐ Amended account ☐ Your request for an account

HOW TO PAY: – Please refer to details on reverse

Important Information on your Rates and Charges

Payment of rates

Four instalments

Rates and Charges for the 2022–2023 rating year are to be paid in four instalments by the following due dates:

1st Instalment	30 September 2022
2nd Instalment	30 November 2022
3rd Instalment	28 February 2023
4th Instalment	31 May 2023

Reminder notices will be sent for the 2nd, 3rd and 4th instalments. You can pay the four instalments via a range of options as listed below. To avoid interest charges ensure that any payments are paid on time and are no less than the amount due.

Single payment

The City of Greater Dandenong does not offer a pay in full option for Council rates and charges. If you wish to pre-pay the instalments shown on this Notice, please pay by 30 September 2022.

Nine instalments

Ratepayers may choose to pay their rates by nine monthly instalments commencing from 30 September 2022. This option is only available as direct debit through Council. To apply please download the form at: greaterdandenong.vic.gov.au/paying-your-rates.

Financial hardship

Council has a rates hardship policy if you are having difficulty paying your rates.

Rate capping

Council has complied with the Victorian Government's overall rates cap increase of 1.75%. The cap applies to the overall annual increase of rates. The rates for your property may have changed by a different percentage amount for the following reasons:

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

How rates are calculated

The total valuation of your property is known as the Capital Improved Value (CIV) – land and building/s combined. Council reassesses the valuation of your property every year. The most recent valuation has been determined as of 1 January 2022. Rates are calculated by multiplying the CIV of your property by the rate-in-the-dollar as set by Council.

Notice of valuation

The property described in this notice, owned or occupied by you, has been valued as set out on the previous page. The value of the land as set out in this notice was assessed as at 1 January 2022 in accordance with the Valuation of Land Act 1960 (as amended).

Objection to valuation or rates or classification

A person aggrieved by an assessment of the value of any land may lodge a written objection with the Council. This must be done within two months from the date of this notice. The grounds of objection are limited and are described under section 17 of the Valuation of Land Act 1960. You cannot object simply because you think your rates are too high. If you have an objection to the valuation please contact Council. A person who is aggrieved by a rate or charge levied by the Council, or by anything included or excluded from such a rate or charge may appeal. An owner or occupier of land whose interests are affected by the particular classification of the land for differential rating purposes may appeal under section 183 – please contact Council.

Land tax

Council valuations may be used by other rating authorities for the purpose of a rate or tax. The State Revenue Office uses the site values in assessing land tax. Further information on the use of valuation for land tax can be found on the State Revenue Office website: www.sro.vic.gov.au.

Pensioner rebate

If you are the holder of a Pensioner Concession Card or DVA Gold Card with war widow or TPI classification, then you may be eligible for a rebate on your rates. For those persons still eligible, the amount of the concession is already shown on this notice. Health Care Cards are not eligible.

Fire Services Property Levy

The owner of land may apply for a waiver, deferral or concession in respect of the leviable land under s.27 of the Fire Services Property Levy Act 2012 for rateable land and s.28 for non-rateable land. firelevy.vic.gov.au

Late payment penalties

If you are late paying your rates you will be charged interest. The interest rate is set by the State Government at 10.0% pa. If you are late, interest will be charged from the due date of each instalment. Interest will continue to be charged on all overdue rates and charges until your rates are paid in full. Any arrears shown on the front of this notice are included in the first instalment and are payable immediately and may be subject to legal action without further notice.

For more information and application forms visit www.greaterdandenong.vic.gov.au 8571 1000

(03) 8571 1000
council@cgd.vic.gov.au
greaterdandenong.vic.gov.au

TTY: 133 677
Speak and listen: 1300 555 727
Online: relayservice.gov.au
TIS: 13 14 50

Follow us:

PAYMENT METHODS

Pay by credit card online at mygreaterdandenong.com

BPAY
Phone your financial institution to make this payment from your cheque or savings account (minimum payment $1).
More info: www.bpay.com.au

Direct Debit 4 or 9 Instalments
To obtain an application form contact Council on 8571 1000 or greaterdandenong.vic.gov.au/paying-your-rates

By Phone
Pay by credit card over the phone by calling 13 18 16 and quoting your reference number.

By Mail
Send your cheque with the slip to:
City of Greater Dandenong
PO Box 200, Dandenong VIC 3175

In Person
At Council's customer service centres.
Dandenong: 225 Lonsdale Street
Springvale: 5 Hillcrest Grove
Keysborough: Parkmore Shopping Centre

At the Post Office
or download the Australia Post App.

MBCM Strata Specialists Dandenong

Elancol P/L ta Melbourne Body Corporate Management Dandenong
ABN: 27 496 671 443
P.O. BOX 2081 DANDENONG EAST, 3175
Phone: 9755 2816 Email: info@mbcmdandenong.com.au

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Date of Notice : 1/06/2023

INVOICE No. 12818150106231

TO The Lot Owner/s

PETER & ALISON ROSS
155 JAMES MELROSE DRIVE
BROOKFIELD VIC 3338

FROM

Plan No: RP12818 OC1
ABN : 14 665 417 950

Lot No : 5
5 / 5-7 HERBERT STREET
DANDENONG, 3175

The following Fees/Charges are due. (All amounts listed include GST unless otherwise specified).
Payment is due within 28 days of the date of this Notice or by the due date specified below.

Date Due	Description of Fees/Charges/Interest/Arrears	Amount	Arrears	GSTAmt	Credit	Total Due
1/07/2023	OC Fees (01/07/2023 - 30/09/2023)	464.60	0.00	$0.00	0.00	$464.60
				Total Due :		**$464.60**

Interest will be charged on any overdue fees/charges at an annual rate of 10.00%. You must pay the overdue fees, charges and interest immediately.
The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (Vic).
The rate is subject to change.

Payment Details - Payment Methods (How and where to pay) **see below and over page**

DEFT PAYMENT SYSTEMS

Please turn over for further payment methods and instructions.

DEFT Reference Number
235751534 00058
Pay by credit card at **www.deft.com.au or call 1300 30 10 90**

BPAY
Biller Code : 96503
Biller Ref: 235751534 00058

Post Billpay
*496 235751534 00058

Pay in-store at Australia Post by cheque or EFTPOS

MBCM Dandenong

Plan No: RP12818 OC1
Lot No : 5
Property At : 5 / 5-7 HERBERT STREET DANDENONG, 3175
Name : PETER & ALISON ROSS

All Cheques must be made payable to:
Macquarie Bank to credit Plan No: RP12818 OC1

AMOUNT DUE **$ 464.60**

PLEASE NOTE: AUSTRALIA POST NO LONGER ACCEPT CASH PAYMENTS IN STORE AND ONLY ACCEPT CHEQUE OR EFTPOS.

+235751534 00058 < 000046460<3+

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Important information on fees and charges

(This page is part of the Fee Notice)

Enquiries

If you have enquiries on the fees listed in this Notice you can contact the Owners Corporation on the telephone number or at the address listed on the front of this form.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process

If you believe the Manager, a Lot Owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners Corporation Complaint' form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1800 133 055 or go to www.vcat.vic.gov.au

DEFT PAYMENT SYSTEMS

DEFT is a service of Macquarie Bank

Pay by credit card or pre-registered * bank account at **www.deft.com.au** or by phone on **1300 30 10 90**.

The phone payment line is a 24-hour service. Calls are charged at the cost of a local call (mobiles extra).

Payments by credit card may attract a surcharge.

BPAY

Contact your participating bank. credit union or building society to make payment directly from your cheque or savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of this invoice.

Post Billpay **In Person**

Please present page intact at any post office.

Pay in-store at Australia Post by cheque or EFTPOS

Please see front of levy notice for instructions on whom to make cheques payable to.

Mail

Detach payment slip and mail with payment to:

DEFT Payment Systems
G P O Box 2174
MELBOURNE VIC 3001

Please see front of levy notice for instructions on whom to make cheques payable to.

The above address is for payments only, receipts will not be issued for mailed payments.

** Registration is required for payments from cheque or savings accounts. Please complete a registration form available at www.deft.com.au . You do not need to re-register for the internet service if already registered for phone payment. Registration is NOT required for credit card payments.*

OWNERS CORPORATION CERTIFICATE

s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018

Owners Corporation (1) Plan No. RP 12818

Re: **from ROSS**

Property: **Lot 5, 5-7 HERBERT STREET DANDENONG 3175**

Your Ref: **12818 / 5**

This certificate is issued for Lot 5 known as Unit No. 5 and Accessory Unit(s) 23 on Registered Plan No 12818 the postal address of which is 5 / 5-7 HERBERT STREET DANDENONG 3175

1. The current fees for the above Lot are $1858.40 per annum payable quarterly in advance and due on the 1st day of January, April, July and October of each year.

2. The fees are paid up until 30/06/2023.

3. The total of unpaid fees or charges for the Lot is: Nil.

4. No special fees or levies have been struck except: Nil.

5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following:-
- None to our knowledge.

6. The Owners Corporation has the following insurance cover:

Name of Company:	CHU UNDERWRITING
No. of Policy:	23554
Kind of Policy:	Residential Strata Insurance Plan
Buildings Amount:	$5,440,000
Legal Liability Amount:	$20,000,000
Buildings Covered:	All
Common Contents:	$26,923
Renewal Date:	29th September 2023

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation are made up of :-

Fund Description	General Account
Administration Fund	$ 10216.21

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:-
- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.

10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following:-
- MBCM Strata Specialists Dandenong - OC Management Contract
- **Jims Mowing - Garden Maintenance**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following:-
- None to our knowledge.

12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following :-
- None to our knowledge.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following:-
- None to our knowledge.

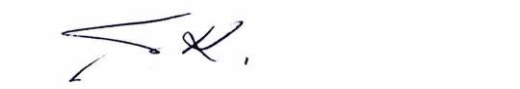
14. The Owners Corporation has appointed a manager as follows:-

Name MBCM Dandenong
Address P.O. BOX 2081 DANDENONG EAST 3175

15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

The common seal of Owners Corporation No (1) Registered Plan No 12818 was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Dated this 28th day of June 2023





Peter C Scott Manager and Delegate of the Owners Corporation
For and on behalf of MBCM Dandenong
P.O. BOX 2081 DANDENONG EAST 3175
info@mbcmdandenong.com.au

NOTE: ***1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.***

2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

(i) a copy of the Rules of the Owners Corporation

(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.

(iii) a copy of the Minutes of the last Annual General Meeting

THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS

1. The information contained in this certificate is correct to the best of the Manager's knowledge at the date it is given.

2. The information is subject to change without notice.

3. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9(1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the manager in writing and the actual seal will be affixed.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation, into the following account.

Biller Code: 96503
Biller Reference: 235751534 00058

MBCM Strata Specialists Dandenong

Elancol Pty Ltd Trading as Melbourne Body Corporate Management Dandenong ABN 27 496 671 443
PO Box 2081, Dandenong East VIC 3175 Phone: 03 9755 2816 Fax: 03 9755 3819
Email: info@mbcmdandenong.com.au www.mbcmdandenong.com.au

OWNERS CORPORATION (1) PLAN NO. RP 12818
5-7 HERBERT STREET, DANDENONG, 3175

MINUTES OF THE ANNUAL GENERAL MEETING OF OCP No RP 12818

held at

ZOOM

https://us02web.zoom.us/j/83851565600

ON

THURSDAY 2 MARCH 2023 AT 5.00 PM

PRESENT	Lot	Name
	9	Christopher Vines
APOLOGIES	Lot	Name

IN ATTENDANCE Peter Scott for MBCM Strata Specialists Dandenong, Manager for the Owners Corporation.

CHAIRMAN It was resolved that Peter Scott act as Chairman for the meeting.

QUORUM **As a quorum was not present all decisions are interim decisions and become binding if no petition for a further meeting is received within 29 days of the interim decisions in accordance with s77 & s78 Division 4, Part 4 of the Owners Corporations Act 2006.**

VOTING All members present were entitled to vote.

MINUTES The minutes of the previous Annual General Meeting held on 9 March 2022 were taken as read & accepted as a true record of that meeting.

Accepted

MATTERS ARISING Nil

MANAGERS REPORT MBCM tabled the annual Managers report as forwarded with Notice of Meeting.

Accepted

GRIEVANCE REPORT For the period ending 31/12/2022

- No matters were formally reported during the year under Part 10 of the Act
- No applications were made to VCAT during the year.
- Concerns were raised regrading dumped hard waste / rubbish & illegal parking – Notices were issued to the respective owners / residents

COMMITTEE REPORT No Report was presented as the Committee did not meet.

OH & S

OCCUPATIONAL HEALTH & SAFETY OBLIGATIONS - MBCM advise all members that the Owners Corporation has obligations under the Occupational Health & Safety Act 2004. All Common Property is deemed to be a "workplace" & must comply fully with the requirements of the Act & any additions, revisions or Codes of Practice.

The Owners Corporation has the responsibility to ensure that the Common Property is free from hazard to health or safety for contractors, employees, volunteers & self-employed persons coming onto the property for reasons of work.

The Owners Corporation must also implement OH&S Policies & Procedures which ensure that all contractors –

- are suitably qualified in their area of work
- are aware of OH&S Policy & Procedures
- provide full details / proof of relevant insurances
- complete a Safe Working Agreement or Job Safety Analysis where required.

PENALTIES - Members are advised that failure to comply with OH&S obligations are considered Criminal, not Civil, acts & may carry penalties of fines up to 9,000 Penalty Units for the Owners Corporation, 1,800 Penalty Units for individual members.

Members are advised that Public Risk Insurance does not cover any penalty or compensation arising from such breaches. Members will be jointly & severally liable for any penalties or compensation arising from any breach.

OH&S INSPECTION – MBCM advise members that an annual OH&S Inspection should be obtained to identify any potential hazards on the Common Property for further attention.

It was resolved to obtain an annual Safety Inspection

All in favour

Report & Quotations for any repairs are to be forwarded to the Committee for resolution.

All in favour

It was resolved that funds required for the repairs be raised through the striking of a Special Levy if insufficient funds are held.

All in favour

HAZARDS – Members are reminded that they share a "Duty of Care" to inspect the Common Property on a regular basis & report any potential hazards to MBCM for attention.

OIL SPILLS – Members are reminded to ensure that any oil spills / leaks form cars are removed immediately to reduce any likelihood of an incident arising leading to litigation.

ASBESTOS REPORT

ASBESTOS REPORT – The manager advised the meeting that the Occupational Health & Safety Act 2004 & Occupational Health & Safety Regulations 2007 require owners of buildings built prior to 31st December 2003 to have all buildings on the Common Property inspected for the presence of asbestos & if found to establish an Asbestos Register & Asbestos Management Plan to be housed at the property & made available to all persons coming onto the property for reasons of work.

The 2021 Report identified the presence of ACM's (Asbestos Containing Materials) as noted below. The Report is available from the intranet site.

Site: 5 - 7 Herbert Street, Dandenong VIC **Sampled By:** As Received

Test Method:

Qualitative identification of asbestos types in bulk samples at COHLABS Laboratory by polarised light microscopy, including dispersion staining techniques using COHLABS in-house method ID-1, AS4964 (2004). The results contained within this report relate only to the sample(s) submitted for testing. COHLABS accepts no responsibility for the initial collection, packaging or transportation of samples submitted by external persons. This document may not be reproduced except in full.

Lab ID	Sample ID	Sample Details	Sample Type	Size / Weight cm/g	Asbestos Present	Fibres Identified
001	Sample 1	Letter box lining	Fibre Cement	1 x 1	No	NAD, ORF
002	Sample 2	Front building meter box	Fibre Cement	0.5 x 0.5	Yes	CHR, ORF
003	Sample 3	External service access	Fibre Cement	1 x 1	No	NAD, ORF
004	Sample 4	Rear stairwell eaves	Fibre Cement	3 x 2	Yes	CHR, ORF
005	Sample 5	Roof flue above water heater	Fibre Cement	1 x 1	Yes	CHR

Fibre Identification Legend

CHR	Chrysotile (white asbestos)	ORF	Organic Fibre
AMO	Amosite (Brown/Grey asbestos)	SMF	Synthetic Mineral Fibre
CRO	Crocidolite (Blue asbestos)	NFD	No Fibres Detected
UMF	Unknown Mineral Fibre	NAD	No Asbestos Detected

The recommended action is to Leave in Place, label & maintain.

Should any renovation, maintenance (including water blasting) or demolition work Involving Asbestos Containing Materials (ACM) be undertaken, please ensure the persons involved can confirm their ability and intention to comply with the requirements of the safe handling and removal procedures as outlined in the Code of Practice – *How to Manage and Control Asbestos in the Workplace* and *Code of Practice – How to Safely Remove Asbestos* available from Safework Australia and the relevant state based Worksafe Authority.

MAINTENANCE

GUTTERS – It was resolved to attend to annual gutter cleaning to ensure that water is evacuated properly & does not cause ingress & resultant water damage to the interior of ANY units.

All in favour

GENERAL MAINTENANCE -Matters of general maintenance are to be addressed with the committee.

All in favour

STAIR TREADS – It was resolved to attend to pressure cleaning of the stair treads & highlighting of the nose of each tread.

All in favour

INSURANCE

FINANCIAL SERVICE DECLARATION: "MBCM Strata Specialists Dandenong , the manager, is an authorised representative of Whitbread Insurance Brokers P/L & of CHU Underwriting Agencies P/L & an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd.

The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor.

If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal)

The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance."

FINANCIAL SERVICES GUIDE (FSG) / PRODUCT DISCLOSURE STATEMENT (PDS): Members can access a copy of the insurers Financial Services Guide & Product Disclosure Statement from your Owners Corporation Intranet site.

VALUATION: MBCM advised the meeting that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size & standard as when new – including architects / engineers fees, town planning charges, connection of utilities, removal of debris etc. as required under the Act.

The 2022 Insurance Valuation report recommended a building sum of $5,440,000.00.

STANDING DIRECTION: Members have previously resolved that - "To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006, MBCM Strata Specialists Dandenong be granted a Standing Direction to automatically renew the Owners Corporation insurance policies annually.

This direction is to renew insurance with the same policy benefits and adjust the limits of cover at renewal in accordance with the recommendations of the Valuation Report.

All in favour

BUILDING COVER: It was resolved that the building cover of $5,440,000.00 be adjusted in accordance with the building sum recommended in the annual valuation report at renewal on 29/09/2023.

All in favour

LEGAL LIABILITY: It was resolved that Legal Liability cover of $ 20,000,000 complies with the legal minimum under Part 3, Division 6, s 60 of the Act and deemed adequate.

All in favour

EXCESS – Members resolved that any excess payment attached to a claim is payable by the Unit Owner making the claim. The current standard excess is $500.00.

Claims associated with Water damage attract a $5000 excess.

All in favour

- **CLAIMS – Claims totaling $45,265.63 have been lodged since 2019. These have impacted the premium & ability to obtain alternative insurance quotation**

NOTE –Members are reminded that public liability within the Unit and owners contents such as carpet and light fittings ARE NOT COVERED under Owners Corporation policy. Separate contents cover should be taken by owner-occupiers or landlords cover for absentee owners to cover such items

MBCM can assist members to access the above policies.

SMOKE DETECTORS: Owners are reminded to check their smoke detectors and replace batteries as necessary.

OCA 2006

REMINDERS:

s 133. NOTICE OF PLANNING AND BUILDING APPLICATIONS AND PLANS OF SUBDIVISION - A lot owner must give notice to the owners corporation of any application by the lot owner for a building permit or planning permit or the certification of a plan of subdivision affecting the lot.

s 139 - MODEL RULES – The Model Rules, as contained in the Owners Corporation Regulations 2018, apply by default unless an Owners Corporation creates Consolidated Rules that provide for that matter.

s 138 CONSOLIDATED RULES - To revoke, create or amend Rules requires a Special Resolution of 75% of members in favour.

s 137 OCCUPANTS – Occupants are now directly bound to comply with the Act, Regulations & Rules of the Owners Corporation.

s 132 RULES TO BE GIVEN TO OCCUPANTS - An Owner must provide a copy of the Rules of the Owners Corporation to the Occupant at the commencement of occupation & must provide consolidated Rules as soon as practicable after registration.

DISPUTES

DISPUTE RESOLUTION COMMITTEE / OFFICER – Members have previously resolved NOT to form a Dispute Resolution Committee & that all Disputes are to be managed through the Owners Corporation Committee.

Should a Dispute Resolution Meeting be necessary all Committee Members will be requested to attend.

Members have been advised that should the Manager be required to attend to any Dispute Resolution meeting or appearance in VCAT on behalf of the Owners Corporation the Managers time will be charged to the Owners Corporation at the hourly rate noted in the Contract of Appointment or as varied from time to time.

ELECTION OF COMMITTEE

s. 100. Election of committee

(1) An owners corporation affecting 10 or more lots must elect a committee at each annual general meeting.

101. Functions and powers of committee

(1) Subject to this section and the rules of the owners corporation, a committee has all the powers and functions that may be delegated by the owners corporation under section 11.

Note: Powers and functions that require a unanimous resolution or a special resolution of the owners corporation cannot be delegated under section 11.

After discussion it was resolved the following members be elected to form a committee.

E Subulo C Vines Vacancy

All in favour

Members resolved to elect C Vines as Chairperson to the Owners Corporation.

All in favour

Owners are urged to nominate to join the committee to enable the Owners Corporation to meet its obligations under the OC Act 2006. Please contact the manager for a nomination form.

DELEGATION OF POWERS TO COMMITTEE

After discussion members resolved to delegate all powers & functions able to be delegated under Part 2, Division 1 of the Act to the Committee to enable it to carry out the functions of the Owners Corporation.

All in favour

APPOINTMENT OF MANAGER

After discussion it was resolved to continue the appointment of MBCM Strata Specialists Dandenong as Manager for the Owners Corporation for the fee shown in the Budget.

All in favour

Members have resolved -

(a) That the Owners Corporation appoint MBCM Strata Specialists Dandenong as Manager of Owners Corporation [1] RP 12818 and that C Vines & E Subulo as owners of separate lots and as members of the Owners Corporation witness the affixing of the Common Seal of the Owners Corporation in accordance with

Sections 20 and 21 of the Owners Corporations Act 2006 to the standard SCA Corporations Victoria Contract of Appointment as tabled and approved by the members ("Appointment") and further resolves in support of the Appointment:

(b) That the Owners Corporation and the committee delegates to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment;

ANNUAL ACCOUNTS

It was resolved that the Financial Statement as presented be adopted as a true record of transactions of the Owners Corporation for the year ending 31/12/2022.

All in favour

AUDIT / REVIEW – It was resolved NOT to have the financial statements audited or reviewed.

All in favour

ANNUAL FEES

It was resolved to adopt the budget as presented and to set Annual Fees to provide the required funds of $33,450.00 pa commencing from 1/01/2023.

All in favour

- Insurance Premiums Increased by $3,255

It was resolved that a pro rata payment for the period 1/01/2023 to 30/06/2023 be payable on 30/04/2023.

All in favour

It has been resolved that Annual Fees be payable quarterly in advance and due on the first day of January, April, July and October of each year.

All in favour

PENALTY INTEREST - Members resolved that -

"Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006."

All in favour

GENERAL BUSINESS

COMMON SEAL – It was resolved to continue to use the common seal on prescribed documents.

All in favour

ATTENDANCE – Members are urged to support the Owners Corporation by attending meetings or appointing a trusted person to act as Proxy.

AGM VENUE

It was resolved to hold the next AGM via ZOOM.

AS THERE WAS NO FURTHER BUSINESS THE MEETING CLOSED AT 5.30 PM



Chairman
Peter C Scott
MBCM Strata Specialists Dandenong

Version No. 002

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at 1 December 2021

SCHEDULE 2—MODEL RULES FOR AN OWNERS CORPORATION

RP (1) 12818 / 5-7 HERBERT STREET DANDENONG 3175

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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

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.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

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.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

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 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(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 17, 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.

RESIDENTIAL TENANCIES ACT 1997
CONDITIONS OF AGREEMENT

Ver.6.2.1 OA/1219

1. GENERAL CONDITION

This form is the written record of your Tenancy Agreement. This is a binding contract under the *Residential Tenancies Act 1997* and *Residential Tenancies Amendment Act 2018*, so please read all terms and conditions carefully. If you need advice on your rights and responsibilities, please call the Consumer Affairs Victoria Helpline on 1300 55 81 81 before signing the Agreement. When a bond is paid, the OWNER/AGENT and TENANT(S) must complete an Entry Condition Report, and both keep a copy for their records. TENANT(S) must return the **Entry Condition Report within 3 (three) business days**; beyond that TENANT(S) agreed and accepted the condition of the rented premises as on the Entry Condition Report.

1.1. RENTED PREMISES AND RENT

The OWNER lets the TENANT(S) of the RENTED PREMISES specified in Schedule A together with those items indicated in Schedule A, for which the RENT shall be the amount specified in Schedule A commencing on the date specified in Schedule A and payable by the TENANT(S) to the party specified in Schedule A.

1.2. BOND

The TENANT(S) shall pay a BOND of the amount specified in Schedule A to the OWNER/AGENT on or before the signing of this Agreement. In accordance with the *Residential Tenancies Act 1997*, the OWNER/AGENT must lodge the BOND with the Residential Tenancies Authority within ten business days after receiving the BOND. If the TENANT(S) does not receive a bond receipt from the Residential Tenancies Bond Authority (RTBA) within 15 business days of handing over the bond month, TENANT(S) should contact the RTBA on 1300 13 71 64.

1.3. FIXED TERM TENANCY

The term of this Agreement must be as specified in Schedule A. COMMENCING on the date specified in Schedule A and ENDING on the date specified in Schedule A; and unless either party terminates this Agreement in accordance with the provisions of the *Residential Tenancies Act 1997*, this Agreement will continue as a periodic tenancy.

OR

PERIODIC TENANCY

The Agreement must commence on the date specified in Schedule A and continue until terminated in accordance with the *Residential Tenancies Act 1997.*

1.4. CONSENT TO ELECTRONIC SERVICE

a) Express Consent
The OWNER and the TENANT(S) consent to the electronic service of notices and other documents in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* Section 8 at the email address specified in Schedule A.

b) Inferred Consent
The OWNER or the TENANT(S) must not infer consent to electronic service merely from the receipt or response to emails or other electronic communications if the OWNER or the TENANT(S) has not consented to electronic service.

c) Change of Electronic Address
The OWNER or the TENANT(S) must immediately give notice in writing to the other party if the email address for electronic service specified in Schedule A changes.

d) Withdrawal of Consent
1. The OWNER or the TENANT(S) may withdraw their consent to electronic service of notices and other documents only by giving notice in writing to the other party.
2. Following the giving notice as on the previous clause, no further notices or other documents are to be served by electronic communication.

e) Additional Terms
"Electronic communication" has the same meaning as in *Electronic Transactions (Victoria) Act 2000* Section 7 and "Information" has the same meaning as "giving information" in Section 8 of the Act.

2. CONDITION OF THE PREMISES

The OWNER must ensure that the premises are maintained in good repair. If the OWNER owns or controls the common areas relating to those premises, the OWNER must take reasonable steps to ensure that the common areas are maintained in good repair.

2.1. DAMAGE TO THE PREMISES

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

2.2. CLEANLINESS OF THE PREMISES

a) The OWNER must ensure that the premises are in a reasonably clean condition on the day on which it is agreed that the TENANT(S) is to enter into occupation of the premises.
b) The TENANT(S) must keep the premises in a reasonably clean condition during the period of Agreement.

2.3. USE OF PREMISES
a) The TENANT(S) must not use or allow the premises to be used for any illegal purpose.
b) The TENANT(S) must not use or allow the AGENT to be used in such a manner that causes a nuisance or interfere with the reasonable peace, comfort or privacy of any occupant(s) of neighbouring premises.

2.4. QUIET ENJOYMENT
The OWNER must take all reasonable steps to make sure that the TENANT(S) has quiet enjoyment of the premises.

2.5. ASSIGNMENT OR SUB-LETTING
a) The TENANT(S) must NOT assign or sub-let the whole or any part of the premises without the consent of the OWNER. The OWNER'S consent must not be unreasonably withheld.
b) The OWNER must not demand or receive any fee or payment for the consent except in respect of any fees, costs or charges incurred by the OWNER in relation to the preparation of an assignment in writing of this Agreement. The AGENT incurs a fee as stated in clause 3.49 in order to transfer a tenant within an existing agreement that has more than three months expiration term.

3. *RESIDENTIAL TENANCIES ACT 1997*
Both parties to this Agreement shall comply with the provisions of the *Residential Tenancies Act 1997* as they apply to each party (Note: reference should be made to the *Residential Tenancies Act 1997* for further Rights and Duties). ADDITIONAL TERM(S) which do not take away the rights and duties included in the *Residential Tenancies Act 1997* may be set out in this Section. Moreover, additional terms must also comply with the Unfair Contract Terms provisions in the Australian Consumer Law (Victoria).

3.1. The TENANT(S) shall pay charges in respect of the connection or re-connection and consumption of electricity, gas, and telephone of the rented premise, which is separately metered for these services.

3.2. The TENANT(S) shall pay charges in respect of the consumption of water of the rented premise, which is separately metered OR a pro-rata fees if it is a communal metered for this service.

3.3. The TENANT(S) shall not do or allow any action which would invalidate any insurance policy on the premises, or increase the premium, and the TENANT(S) shall pay the OWNER all increased premiums and any other expenses incurred as a consequence of this term.

3.4. The TENANT(S) agrees to pay the OWNER any excess amount or any additional premium charged by the OWNER'S Insurance Company as a result of accidental breakage of glass, toilet bowls, and washing basins in the premises where the damage has been caused by the TENANT(S), or by anyone on the premises with the consent of TENANT(S).

3.5. The TENANT(S) shall indemnify the OWNER for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the TENANT(S) or anyone on the rented premises with the consent of the TENANT(S). Without limiting the generality of the foregoing, the TENANT(S) shall indemnify the OWNER for the cost of repairing ANY plumbing blockage caused by the negligence or misuse of the TENANT(S), or by anyone on the rented premises with the consent of the TENANT(S).

3.6. The TENANT(S) shall be liable for the cost of repairing the damage they caused, and OWNER shall give the TENANT(S) a repair notice for the damage caused by TENANT(S) to the rented premises.

3.7 The TENANT(S) shall notify the OWNER or AGENT immediately upon becoming aware of any defects in the rented premises or any other matter which may give rise to liability pursuant to the *Occupiers Liability Act 1983.*

3.8 The TENANT(S) shall indemnify the OWNER against all liabilities in respect of injury or damage to any third person or the third party to the rented premises arising from any conduct, act, or omission by the TENANT(S), or the TENANT(S)'S servants, agents and/or invitees.

3.9 The TENANT(S) shall not paint, or affix any sign, or any antenna onto the rented premises, or any installation of National Broadband Network, or affix any nail, screw, fastening, or adhesive to the interior of the rented premises without the prior written consent of the OWNER or AGENT. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.10 The TENANT(S) acknowledges that it is the TENANT(S)' responsibility upon the termination of the Agreement to deliver the keys of the rented premises held by the TENANT(S) to the AGENT'S office in person, and that rent on the rented premises is payable until the keys are delivered.

3.11 The TENANT(S) shall obtain OWNER consent to make any modifications to the rented premises. TENANT(S) will remain responsible for restoring any changes made to the rented premises and will be able to lodge a restoration bond to cover the future removal of the fixture. The TENANT(S) acknowledges and agrees that any damages done to the rented premises as a result of non-approved work or installation will be the responsibility of the TENANT(S) and rectification works will be completed at TENANT(S)' cost.

3.12 The TENANT(S) must not grant a license or part with occupation of the rented premises, or a part of the rented premises to provide accommodation *(short stay)* for a fee or other benefit, without, in each instance, obtaining the OWNER prior written consent which, if given, may be subject to reasonable conditions.

3.13 The TENANT(S) shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

3.14 The TENANT(S) shall obtain the OWNER's consent to keep ANY pet.

3.15 The TENANT(S) shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the TENANT(S) for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

3.16 The TENANT(S) shall not hang any clothes outside the rented premises other than where provision for the hanging of clothes has been provided.

3.17 The TENANT(S) shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the rented premises.

3.18 The TENANT(S) acknowledges and agrees that there will be NO SMOKING inside the rented premises during the term of the tenancy.

3.19 The TENANT(S) shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

3.20 The TENANT(S) acknowledges that no promise representations, warranties or undertakings have been given by the OWNER or AGENT in relation to the suitability of the rented premises for the TENANT(S)' purposes or in respect of the furnishings or fittings of the rented premises other than as provided herein.

3.21 The TENANT(S) agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the rented premises and the common property provided that the TENANT(S) shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the OWNER. The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

3.22 In accordance with the provisions of Section 44 of the *Residential Tenancies Act 1997*, the OWNER may from time to time and at any time, other than within the term specified in the Schedule A as the fixed term increase the rent by giving the TENANT(S) at least 60 days' notice of the increase.

3.23 The TENANT(S) shall at the TENANT(S)' expenses replace all lighting tubes, globes, and batteries to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulty wiring.

3.24 The TENANT(S) agrees to pay the administration fee *(non-reimbursable)* as on clause 3.25 for the extra keys and to return all keys as given at the end of the tenancy in accordance with the clause 3.10.

3.25 The TENANT(S) agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of $33 (included GST) per processing service that excluded of the tenants' transfer processing fee on the clause 3.49.

3.26 The TENANT(S) agrees to maintain the garden area, to water trees and shrubs, to mow the lawn, and to remove all garden rubbish from the rented premises in accordance with the water restrictions *if applicable to the rented premises*.

3.27 The TENANT(S) in the occupation of the rented premises is changed during the term of the tenancy, the TENANT(S) must as soon as practicable notify the OWNER or AGENT in writing and comply with clause 2.5.

3.28 The TENANT(S) assign the tenancy or sub-let in contrary to clause 2.5, or the TENANT(S) abandon the rented premises, the TENANT(S) may be required to reimburse the OWNER's letting expenses including:
- a) The pro-rata value of the letting fee, pay all the advertising costs incurred in obtaining a new tenant and rental tenancy database reference check on new applicants;
- b) Continue to pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- c) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.29 The TENANT(S)' obligation to pay the OWNER's re-letting expenses is dependent upon the OWNER taking reasonable steps to mitigate any loss arising from the TENANT(S) default or due to the event on clause 3.27.

3.30 If the TENANT(S) wishes to vacate the rented premises at the expiration of this Agreement, the TENANT(S) shall give the OWNER or AGENT a written notice of the TENANT(S)' intention to vacate 28 days prior to the expiration of the Agreement.

3.31 If the TENANT(S) remains in occupation of the rented premises after the expiration of this Agreement and does not enter into a new fixed-term Agreement, the TENANT(S) must give written notice of the TENANT(S)' intention to vacate the rented premises specifying the termination date that is not earlier than 28 days after the day on which the TENANT(S) gives notice.

3.32 The TENANT(S) shall allow the OWNER or AGENT to put on the rented premises a notice *'to let'* during the last month of the term of this Agreement. The TENANT(S) shall also allow the OWNER or the OWNER'S AGENT to put on the rented premises a notice *'for sale'* or *'auction'* at any time during the term of this Agreement and permit access to the rented premises by the OWNER or the OWNER'S AGENT to present the rented premises to prospective purchasers or TENANT(S) upon 24 hours notice or by Agreement with the TENANT(S) and the OWNER or the OWNER'S AGENT.

3.33 The TENANT(S) acknowledges that pursuant to Section 428 of the *Residential Tenancies Act 1997*, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The TENANT(S) further acknowledges that failure to abide by this section of the Act renders the TENANT(S) liable to a penalty as stated on the Act.

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

3.35 The TENANT(S) must:
- a) Check each smoke detector in the rented premises on a six-monthly basis to confirm that it is kept entirely operated. These checks are to ensure the safety of the TENANT(S) and the security to the rented premises as the duty of care.
- b) Immediately notify the OWNER/AGENT of any faulty smoke detector and confirm this advice to the OWNER/AGENT in writing on the same day.

3.36 The TENANT(S) agrees that the person or persons who sign the Tenancy Agreement together with their dependent children are to be the ONLY occupants of the rented premises.

3.37 The TENANT(S) agrees:
- a) Payments are to be made monthly in advance on or before the due date by *BPAY system* or any approved payment system by the AGENT.
- b) Rent will be paid up to **three (3)** days prior to the TENANT(S) due date, as monies take three business days to clear into the trust account.
- c) EXACT rent payments in full are to be tendered with the correct Tenant's Reference as provided.
- d) Receipts will not be sent in the mail unless specifically requested.
- e) If the TENANT(S) fail to make a rent payment under the terms of this agreement on the due date for payment and the OWNER and/or the OWNER'S AGENT incurs *fees and/or charges* as a consequence of that failure, the TENANT(S) will reimburse the OWNER and/or the OWNER'S AGENT the full amount of those fees and/or charges on demand.
- f) In accordance with the *Residential Tenancies Act 1997*, any costs incurred by the AGENT to retrieve rent arrears will be met by the TENANT(S).

3.38 For the purpose of clause 3.37 – point E and F, the fees and/or charges includes additional interest (if any) paid or payable by the OWNER and/or OWNER'S 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)*.

3.39 In accordance with the *Residential Tenancies Act 1997*, if the TENANT(S) changes the locks at the premises, the TENANT(S) agrees to provide a duplicate key to the AGENT immediately. The TENANT(S) is responsible for the replacement of lost keys, remote controls, additional keys, and any locksmith charges where keys are lost or mislaid and comply with clause 3.24.

3.40 The TENANT(S) hereby agrees to be responsible for all breakages at the rented premises whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

3.41 The TENANT(S) agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

3.42 The TENANT(S) agrees to park only in the allocated area and shall abide by the car parking rules (if any) applicable to the rented premises occupied. Parking on any lawn areas is NOT permitted.

3.43 The TENANT(S) agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the rented premises are those nominated on the Tenancy Application Form and that the TENANT(S) will make a written application to the AGENT in the event that any increase is required.

3.44 The TENANT(S) agrees to take all reasonable steps to ensure that the rented premises are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, and lice. If, after investigation, it is

discovered that the infestation is due to the negligence of the TENANT(S), all costs incurred, including fumigation, will be payable by the TENANT(S).

3.45 Should the TENANT(S) finds it necessary to withdraw the Agreement prior to commencement date as specified in Schedule A, she/he will:
- a) Immediately inform their property manager in writing of their intention within 48 hours *(two business days)* from the date of this Agreement;
- b) Reimburse the OWNER all advertising costs incurred in obtaining a new tenant; and
- c) If the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the TENANT(S) agrees to pay a one-week rent fee for the opportunity cost of the OWNER.

3.46 Should the TENANT(S) finds it necessary to vacate the rented premises prior to the expiry date of the lease, she/he will:
- a) Immediately inform their property manager in writing of their desire and ask them to find acceptable person/persons willing to lease the rented premises;
- b) Reimburse the OWNER the pro-rata value of the letting fee, pay all advertising costs incurred in obtaining a new tenant, and rental tenancy database reference check on new applicants;
- c) Continue maintaining the said rented premises, and pay rent in accordance with the lease until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- d) Leave the rented premises in a clean and undamaged state as on the Entry Condition Report.

3.47 The TENANT(S) hereby agrees to have all carpets professionally steamed or dry-cleaned on the termination of tenancy *(where carpets are steamed cleaned prior to commencement)* and will provide a receipt to the AGENT when returning keys. The TENANT(S) hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

3.48 The TENANT(S) acknowledges that he/she is responsible for arranging private contents insurance (and or tenant insurance), as the OWNER/AGENT is not responsible for replacing or repairing damaged or stolen personal belongings. The insurance shall cover the liabilities as related to clause 3.6 and clause 3.35 accordingly.

3.49 The TENANT(S) agrees to inform the agent in writing prior to any tenant transfers and or changes taking place. The TENANT(S) understands and agrees that each ingoing tenant must complete an application form and supporting documents as required and must be approved by the OWNER, prior to the tenant transfer taking place. The *ingoing* and or *outgoing* tenants agree to pay in advance a fee of $275 including GST or 0.55 weeks rent including GST, whichever greater (reimbursement of the OWNER's cost as stated in clause 2.5) once the tenant transfer is approved. The TENANT further agrees to ensure all documentation formalising the tenant transfer is submitted to the AGENT prior to finalisation of the transfer of tenancy.
The transfer will take in place until the new Agreement is binding and unconditional.

3.50 The TENANT(S) acknowledges that ALL requests for maintenance to the rented premises, with the exception of repairs defined by the *Residential Tenancies Act 1997* as 'urgent repairs' are required in writing to the AGENT address outlined in Schedule A.

3.51 No consent or waiver of any breach by the TENANT(S) of the TENANT(S)' obligations under the *Residential Tenancies Act 1997* shall prevent the OWNER from subsequently enforcing any of the provisions of this Agreement.

3.52 The TENANT(S) acknowledges that the rented premises are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

3.53 This Agreement may be amended only by an Agreement in writing signed by the OWNER and the TENANT(S).

Please return the signed Residential Tenancy Agreement to:

XYNERGY REALTY OAKLEIGH
19 Station Street, Oakleigh, VIC 3166

XYNERGY REALTY Residential Tenancy Agreement - Schedule A
Residential Tenancies Act* 1997 – *Section 26
Residential Tenancies Regulations 2019 Regulation 8 – Schedule 1 Form 1

OWNER	Name:	**Peter & Alison Ross**
AGENT	Name:	**Xynergy Realty (Oakleigh) Pty Ltd Trading as Xynergy Realty Oakleigh**
	Business Address:	**19 Station Street, Oakleigh, VIC 3166**
	Telephone:	**(03) 9017 5881**
	Email:	**rental.oakleigh@xynergy.com.au**
	ABN:	**92 429 507 215**
TENANT(S)	Name:	**Santosh Khanal & Bhawana Rijal**
	Email:	**rsktm_khanal@yahoo.com & cutebhawana22@gmail.com**
RENTED PREMISES Address		**5/5 Herbert St, DANDENONG, VIC, 3175**
RENT		**$1,347.00** Per Month Payable on the **27th** of each month

BOND
The TENANT(S) must pay the bond amount specified below. The TENANT(S) must transfer the bond monies to the AGENT'S Trust Account on or before the Commencement Date. In accordance with the *Residential Tenancies Act 1997,* the OWNER/AGENT must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within ten business days after receiving the bond. If the TENANT(S) does not receive a Bond Receipt from the RTBA within 15 business days of handing over the bond money, they should contact the RTBA by either calling 1300 13 71 64 OR emailing rtba@justice.vic.gov.au
If there is more than one TENANT and they do not contribute equally to the total bond, the amounts they each contribute must be listed here. This list is for reference only and will not be recognised by the RTBA.

Bond Amount: **$1,347.00 (PAID)**

PERIOD: **12 Months**

Fixed Period ☑ - *The period of the Agreement*
Commences on: **28/03/2020** Ends on**: 27/03/2021**
Unless the Agreement terminates in accordance with the *Residential Tenancies Act 1997*, the Agreement will continue as a periodic tenancy.

URGENT REPAIRS
The Owner authorises the Agent to undertake urgent repairs in accordance with the *Residential Tenancies Act 1997* up to $1,800 (plus GST).

SIGNATURES

OWNER
Signature of AGENT on behalf of the OWNER — *Name:* ***Virlia Sandra*** — *Date:* Mar 30, 2020

TENANT(S)
Signature of TENANT 1 — *Name:* ***Santosh Khanal*** — *Date:* Mar 28, 2020

Signature of *TENANT 2* — *Name:* ***Bhawana Rijal*** — *Date:* Mar 28, 2020

Prepared on: 26 March 2020

PT2462_(28.03.2020-27.03.2021)

Final Audit Report 2020-03-30

Created:	2020-03-26
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAv_fjGtbCqO5IvbeLhsCnOyEOjimik36z

"PT2462_(28.03.2020-27.03.2021)" History

Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2020-03-26 - 7:14:12 AM GMT- IP address: 103.82.13.38

Document emailed to Santosh (rsktm_khanal@yahoo.com) for signature
2020-03-26 - 7:15:19 AM GMT

Email viewed by Santosh (rsktm_khanal@yahoo.com)
2020-03-26 - 9:15:20 AM GMT- IP address: 69.147.91.62

Email viewed by Santosh (rsktm_khanal@yahoo.com)
2020-03-27 - 8:45:05 AM GMT- IP address: 69.147.90.126

Document e-signed by Santosh (rsktm_khanal@yahoo.com)
Signature Date: 2020-03-27 - 10:25:21 PM GMT - Time Source: server- IP address: 58.108.198.128

Document emailed to Bhawana Rijal (cutebhawana22@gmail.com) for signature
2020-03-27 - 10:25:22 PM GMT

Email viewed by Bhawana Rijal (cutebhawana22@gmail.com)
2020-03-28 - 3:53:36 AM GMT- IP address: 66.249.84.45

Document e-signed by Bhawana Rijal (cutebhawana22@gmail.com)
Signature Date: 2020-03-28 - 5:11:00 AM GMT - Time Source: server- IP address: 220.240.204.86

Document emailed to Virlia Sandra (virlia.sandra@xynergy.com.au) for signature
2020-03-28 - 5:11:02 AM GMT

Email viewed by Virlia Sandra (virlia.sandra@xynergy.com.au)
2020-03-28 - 5:11:11 AM GMT- IP address: 66.249.84.53

Email viewed by Virlia Sandra (virlia.sandra@xynergy.com.au)
2020-03-29 - 5:12:10 AM GMT- IP address: 66.249.84.43

Document e-signed by Virlia Sandra (virlia.sandra@xynergy.com.au)

Signature Date: 2020-03-30 - 1:35:12 AM GMT - Time Source: server- IP address: 103.79.105.168

Signed document emailed to Virlia Sandra (virlia.sandra@xynergy.com.au), Bhawana Rijal (cutebhawana22@gmail.com), leasing3@xynergy.com.au, Santosh (rsktm_khanal@yahoo.com), and 1 more

2020-03-30 - 1:35:12 AM GMT

Adobe Sign